

Exhibit A

U.S. Department of State
Bureau of Near Eastern Affairs

Medical Service Support Iraq (MSSI)
Contract #: SAQMMA-11-D-0073 (Conformed Thru M012)

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PRICE SUMMARY

The Contractor shall provide the pricing for all labor categories, NTE Travel, Other Direct Costs (ODC), General and Administrative (G&A) Costs. The Contractor is not authorized to charge a fee on Defense Base Act Insurance, Travel, or Other Direct Costs.

B.2 TYPE OF CONTRACT

This will be a single award IDIQ contract with task orders issued in accordance with the ordering procedures set forth in Special Provision H.12. Orders will be on a firm fixed price basis to the extent practicable. The Other Direct Costs, Travel, and Defense Base Act (DBA) Insurance line items of the task order will be on a reimbursable basis. The government will award a separate task order for Program Management as well as orders for the individual sites. Contract types for the individual task orders will fall under one or more of the following, depending on the type, complexity, and urgency of the task order requirement: fixed-price, cost-reimbursement, labor-hour, and time-and-materials. Some task orders may be performance-based. Performance-based requirements, when applicable, will be conveyed and administered at the task order level. The first task order under this contract will be for Program Management. This task order will be awarded within 30 days of award of the basic contract,

The Government, through the issuance of task order(s) or otherwise, shall pay a one-time minimum of \$100,000 (inclusive of all direct costs, indirect costs, and profit/fee) within the contract's five-year period of performance (base year plus four option years).

The maximum for the contract's five-year period of performance (base year plus four option years) shall be any quantity or combination of supplies and services not exceeding \$1,000,000,000 (inclusive of all direct costs, indirect costs, and profit/fee).

B.3 LABOR CATEGORIES

Section C, Descriptions/Specifications/Performance Work Statement, contains the specific tasks for which the Contractor shall determine personnel requirements needed in the performance of this contract. The Contractor will utilize the appropriate labor categories for each of the positions and assign a fixed price for these categories (Attachment A – Labor Categories). If additional categories are proposed and/or required the contract will be modified after award to include the additional labor position(s). The additional rates will be priced by comparing the new category to the established rates in terms of complexity and skill level(s) required.

B.3.1 Reimbursable Materials (Other Direct Costs)

The Contractor shall be reimbursed for all non-expendable supplies and equipment (hereby referred to as material) required to operate and sustain the health care facilities. For any single item in excess of US \$5,000, prior written approval must be obtained from the COR. The

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Contractor shall e-mail a request for approval to purchase the items along with a short justification.

In the event the Government requests the Contractor purchase Reimbursable Materials, the Contractor shall provide 2-3 competitive offeror quotes for all purchases exceeding US \$3,000 in support of the purchase, as well as a written justification if the Contractor selects other than the lowest priced quote. The quotes shall serve as a determination of fair and reasonable pricing by the Contracting Officer.

B.4 OPTION YEAR CLIN VALUES

Should the Government chose to exercise the option on this contract, the following prices will apply:

CLIN		Value	CLIN		Value
101	LABOR	\$18,830,903	301	LABOR	\$19,977,705
102	TRAVEL	\$838,528	302	TRAVEL	\$874,971
103	CLIN deleted		303	CLIN deleted	
104	ODCs	\$22,995,983	304	ODCs	\$24,241,869
105	DBA	\$489,378	305	DBA	\$519,181
	INSURANCE			INSURANCE	
201	LABOR	\$19,395,830	401	LABOR	\$20,577,036
202	TRAVEL	\$856,480	402	TRAVEL	\$894,017
203	CLIN deleted		403	CLIN deleted	
204	ODCs	\$23,597,140	404	ODCs	\$24,741,362
205	DBA	\$504,059	405	DBA	\$534,756
	INSURANCE			INSURANCE	

B.5 PROVISIONAL BILLING INDIRECT COST RATES

- a) This section applies to cost-reimbursement arrangements (i.e., task orders or line items in a task order), materials portion of time-and-materials arrangements, and any progress payments based on costs under fixed-price arrangements.
- b) The following table displays the negotiated provisional billing indirect cost rates:

Indirect Cost Rate Description	Negotiated Provisional Billing Indirect Cost Rate	Allocation Base	Contractor Fiscal Year Period
1) Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2011 – December 31, 2011
Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2012 – December 31, 2012
Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2013 – December 31, 2013

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Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2014 – December 31, 2014
Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2015 – December 31, 2015
Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2016 – December 31, 2016
2) Overhead	8.30%	Direct Labor Dollars plus Fringe Dollars	January 1, 2011 – December 31, 2011
Overhead	8.30%	Direct Labor Dollars plus Fringe Dollars	January 1, 2012 – December 31, 2012
Overhead	8.30%	Direct Labor Dollars plus Fringe Dollars	January 1, 2013 – December 31, 2013
Overhead	8.30%	Direct Labor Dollars plus Fringe Dollars	January 1, 2014 – December 31, 2014
Overhead	8.30%	Direct Labor Dollars plus Fringe Dollars	January 1, 2015 – December 31, 2015
Overhead	8.30%	Direct Labor Dollars plus Fringe Dollars	January 1, 2016 – December 31, 2016
3) G&A	12.20%	Total Cost Input	January 1, 2011 – December 31, 2011
G&A	12.20%	Total Cost Input	January 1, 2012 – December 31, 2012
G&A	12.20%	Total Cost Input	January 1, 2013 – December 31, 2013
G&A	12.20%	Total Cost Input	January 1, 2014 – December 31, 2014
G&A	12.20%	Total Cost Input	January 1, 2015 – December 31, 2015
G&A	12.20%	Total Cost Input	January 1, 2016 – December 31, 2016

- c) The Contractor may recover, if consistent with FAR subpart 31.2 and the Contractor's established/disclosed cost accounting practices, allowable indirect costs.
- d) Only the Contractor's indirect cost rates are identified above.
- e) The Contractor shall be reimbursed:
 - a. only for the indirect cost rate descriptions identified in the table unless prior written approval was obtained by the Contractor's cognizant Federal agency official (CFAO); and

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- b. at the negotiated provisional billing indirect cost rates until revised billing indirect cost rates or final indirect cost rates have been established by the Contractor's CFAO.
- f) After any additional (other than just a name change) indirect cost rate description has been approved in writing by the Contractor's CFAO, negotiation of provisional billing indirect cost rates and ceiling indirect cost rates associated with such description will occur after the CFAO has issued his/her prior written approval of such description.
- g) If any revised billing indirect cost rate or final indirect cost rate(s) established by the Contractor's CFAO exceeds this contract's respective ceiling indirect cost rate (see Section B.6), the Contractor shall be reimbursed at the contract's ceiling indirect cost rate.
- h) The Contractor shall make no change to its established/disclosed method of classifying or allocating indirect costs without the prior written approval of the Contractor's CFAO.
- i) The Contractor's fiscal year period is the period used by the Contractor for cost accounting purposes.

B.6 CEILING INDIRECT COST RATES

- a) This section applies to cost-reimbursement arrangements (i.e., task orders or line items in a task order), materials portion of time-and-materials arrangements, and any progress payments based on costs under fixed-price arrangements.
- b) The following table displays the negotiated ceiling indirect cost rates:

Indirect Cost Rate Description	Negotiated Ceiling Indirect Cost Rate	Allocation Base	Contractor Fiscal Year Period
1) Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2011 – December 31, 2011
Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2012 – December 31, 2012
Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2013 – December 31, 2013
Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2014 – December 31, 2014
Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2015 – December 31, 2015
Mandatory Fringe - Overseas	9.53%	Direct Labor Dollars	January 1, 2016 – December 31, 2016
2) Overhead	8.30%	Direct Labor Dollars plus Fringe Dollars	January 1, 2011 – December 31, 2011
Overhead	8.30%	Direct Labor Dollars plus	January 1, 2012 –

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		Fringe Dollars	December 31, 2012
Overhead	8.30%	Direct Labor Dollars plus Fringe Dollars	January 1, 2013 – December 31, 2013
Overhead	8.30%	Direct Labor Dollars plus Fringe Dollars	January 1, 2014 – December 31, 2014
Overhead	8.30%	Direct Labor Dollars plus Fringe Dollars	January 1, 2015 – December 31, 2015
Overhead	8.30%	Direct Labor Dollars plus Fringe Dollars	January 1, 2016 – December 31, 2016
3) G&A	12.20%	Total Cost Input	January 1, 2011 – December 31, 2011
G&A	12.20%	Total Cost Input	January 1, 2012 – December 31, 2012
G&A	12.20%	Total Cost Input	January 1, 2013 – December 31, 2013
G&A	12.20%	Total Cost Input	January 1, 2014 – December 31, 2014
G&A	12.20%	Total Cost Input	January 1, 2015 – December 31, 2015
G&A	12.20%	Total Cost Input	January 1, 2016 – December 31, 2016

- c) The negotiated ceiling indirect cost rates will be compared to the respective established final indirect cost rates, and the Government shall pay the lesser of the negotiated ceiling indirect cost rates and the respective established final indirect cost rates. See Section B.5(g) for the other usage of the negotiated ceiling indirect cost rates.
- d) If the Government uses the quick-closeout procedure provided in FAR 52.216-7 (Allowable Cost and Payment), the Government will not pay indirect cost rates that exceed the respective negotiated ceiling indirect cost rates.

SECTION C – DESCRIPTIONS/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C.1 PURPOSE AND OBJECTIVES

This is a non-personal services contract to provide Health Services Support to U.S. personnel, contractors, and authorized foreign nationals in Iraq. The Contractor will provide trained and certified health care professionals and administrative service support to U.S. and U.S. sponsored beneficiaries working and residing in Iraq. The Contractor will staff, operate, equip, and supply health care facilities in locations prescribed by the Department of State to meet operational requirements as identified in this Performance Work Statement. Mission capable status (all sites listed in table C.1) is 1 December 2011. Mission capable means that the contractor is able to perform all requirements under this PWS.

For the purposes of this PWS, the term Embassy refers to the Embassy, Consulate, and all other entities under the COM control.

C.2 BACKGROUND

The health care support mission will transition from the U. S. Department of Defense to the U. S. Department of State over a period of time as denoted in Attachment B. Transition Timeline, beginning on or about June 2011 with transfer completed by December 2011. After the U.S. military forces withdraw from Iraq, the U.S. Embassy and constituent posts and sites will be comprised of approximately 14,000 to 17,000 personnel under the U.S. Ambassador which includes U.S. Government civilians, military and local national employees; and supporting Contractors (U.S., third country, and local national). All U.S. and third country personnel will require medical care. Local nationals will be treated only in emergencies or for work related injuries. Extraordinary circumstances may result in treatment of some Iraqi nationals at the direction of the COM, however it is expected that this would be a rare occurrence.

The Department of State will establish a network of Contractor operated facilities in three regional support areas (see Attachment C for map of the facility locations and support regions) consisting of seven Health Units (HUs), one large Diplomatic Support Hospital (DSH), and three small DSHs that provide patient care. A description of the capabilities required of each of the three types of facilities may be found in the Scope of Work of this PWS. Health care facilities will be in secure compounds within each of the three geographical support regions with general logistics, utilities, and housing support provided by separate contracts.

The Contractor will be responsible establishing facilities as indicated in Table C.1 below:

Table C.1 Facility Type, Locations, and Population Supported

Location	Facility Type	Estimated Population at Risk
EDSC	HU	800-1000
Tikrit	Small DSH	800-1000*

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BDSC (Sather)	Large DSH	1400-1600*
Taji	HU	1500-1700
Condor	HU	1000-1200
EMASAA (Union III)	HU	1000-1200
EAP (Prosperity)	HU	1700-1900
Besmaya	HU	800-1000
Basrah	Small DSH	1100-1400*
Umm Qasr	HU	300-500
Chancery Compound	HU	1500-1700
Ankawa	HU	200-400
	Total	12100-14600

* Location population requiring primary care; DSH will also serve as the surgical referral center for an additional population of 5,000

C.3 SCOPE OF WORK

C.3.1 Concept of Medical Support and Services

C.3.1.1 Demand for Services

The Contractor will establish and provide primary health care as well as resuscitative surgical care in accordance with U.S. or equivalent medical standards on a 24 hour basis, 365 days of the year to Chief of Mission (COM) personnel, a population consisting of approximately 14,000 adult personnel. This is a predominantly male, middle-aged, civilian work force. Specific beneficiary eligibility will be determined by the COM or his or her designee. The contractor will continue to treat non-Chief of Mission personnel (active duty military, NATO personnel, Department of Defense civilians, and contractors) through the end of December 2011 or until the final draw down. Local nationals will be treated if injured or ill on the job; otherwise, locals will be treated only on an emergency basis and if authorized by the Chief of Mission.

Contractor will provide health care to all contractors under Mission Iraq. The only exception to this is Embassy Annex Prosperity (EAP) where KBR will continue to provide primary care to its employees while the Contractor will provide critical care to any KBR employees who either present themselves to the CHS health unit or are evacuated to CHS facilities by CHS emergency medical service.

Emergency care for Chief of Mission service animals in the country of Iraq is also included in medical services. This is limited to providing care to the US working dogs in Iraq but only under life, limb or eyesight. All treatment will require the approval of the COR.

The contractor will use their current medical equipment and supplies on hand as well as their current clinicians at no additional cost. The contractor shall not be liable for damages for injuries alleged to have occurred by reason of an act or omission in the rendering of emergency treatment. Contractor is required to exercise due and reasonable emergency treatment care.

C.3.1.2 Physical Structures

Physical structures have been identified at all Health Unit (HU) locations. The U.S. Government will be responsible for any modifications required, and such modifications may be done before, during, or after arrival of the Contractor. They will be serviceable for initial use. The Diplomatic Support Hospitals (DSH) are existing facilities at Basrah, Sather, and Kirkuk. Modifications of extant DSH facilities will be the responsibility of the U.S. Government and may be done before, during or after the contractor's arrival. A facility will need to be constructed or supplied in Mosul. In no circumstances is the Contractor responsible for construction of facilities.

C.3.1.3 Travel to and From Iraq

The Government will reimburse the Contractor for travel pertaining to recruiting, training, deployment to Iraq, travel to and from Iraq for R&R (except for when a Contractor employee does not return after R&R), and demobilization. The Government will transport contractor personnel from the airport to their sites. All in-country official travel will be provided by the Government, either directly or through contract financing.

C.3.2 Health Unit (HU) Capabilities

The Contractor shall provide on-site primary, urgent and initial emergency care for general medical, surgical, orthopedic, gynecologic (GYN) and mental health conditions; triage, stabilize and evacuate patients to the next level of medical care; and keep up to two patients in the HU for up to 24 hours until stabilized or medically evacuated. Staffing shall be continuous and uninterrupted; coverage for illness and vacations shall be the responsibility of the Contractor.

Primary care is that care provided by providers [mid level or above at each respective site] specifically trained for and skilled in comprehensive first contact and continuing care for persons with any undiagnosed sign, symptom, or health concern not limited by problem origin, organ system, or diagnosis. Primary care includes health promotion, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses* in a variety of health care settings. Chronic illnesses will be limited to intermittent monitoring of simple chronic conditions appropriate. Primary care will be performed and managed by a provider at each site and when required will collaborate with other health professionals, and utilizing consultation or referral as appropriate. [Referenced American Academy of Family Physicians]

*Note: For purposes of this contract, chronic care will be limited to preexisting, diagnosed and treated chronic conditions as appropriate to accepted standards of care provided by a generalist physician or mid-level provider in the US.

The Contractor shall designate a medical director for appropriate medical oversight at each facility. This medical director shall be named in the resultant task orders. Routine care shall be provided during regular working hours, and on an emergency basis after normal working hours based on COM requirements. At least one physician with expertise in all aspects of emergency care shall be available 24 hours daily. All providers shall be licensed to U.S. or equivalent

standards and physicians shall be qualified by U.S. or equivalent specialty boards. All primary care providers (Physician(s), Physician Assistants, Nurse Practitioners) shall hold current credentials in trauma care (e.g. ATLS, CALS or equivalent) and cardiac care (ACLS or equivalent).

The Contractor shall also provide the following supplies and services at each HU facility:

- Medical and medical emergency equipment.
- Basic formulary and vaccines to include, but not limited to thrombolytic therapy.
- Medical supplies.
- Laboratory equipment and supplies and maintenance thereof, Clinical Laboratory Improvement Act (CLIA) waived lab capabilities to include, but not limited to: basic hematology, blood chemistries, urine analysis, cardiac enzymes, d-dimer testing.

C.3.3 Small Diplomatic Support Hospital DSH Capabilities

In addition to the capabilities outlined above for a HU facility, the Contractor shall establish a medical/trauma care hospital with the following capabilities:

- Basic x-ray, diagnostic ultrasound (to include Focused Abdominal Sonogram for Trauma (FAST) Right Upper Quadrant (RUQ), renal, OB (tubal pregnancy), GYN, testicular, and Deep Vein Thrombosis (DVT) evaluations).
- Appropriate number of trauma bays in the emergency medical and trauma unit for care and stabilization.
- Overnight bed capabilities for up to four patients (8 beds total (4 ICU beds + 4 regular beds))
- Post operative / intensive care capabilities for up to four patients to be stabilized until medically evacuated
- One operating room table with anesthesia and supplies.
- Laboratory with blood bank.
- Computerized Tomography (CT) Scanner with the capability to conduct non-contrast, contrast (oral and IV), and the ability to do PA-grams (ideally with venous run-off).

Staffing shall reflect that necessary to manage a single surgical patient with the required operating room (OR) techs, nurses, anesthetists and the possibility of multiple injured or ill patients. The professional staff, when time permits, shall be integral to all aspects of the facility. Physicians, surgeons, anesthetists, OR tech, EMTs, laboratory technologist and nurses shall meet the requirements outlined below in the Staffing section.

C.3.4 Large Diplomatic Support Hospital (DSH) Capabilities

Sather Air Base will have the same common items as the Small DSH facilities and Health Units, but will have:

- staffing that reflects the requirements to manage two surgical patients and the possibility of multiple injured or ill patients
- staffing to include competency in performing and interpreting ECG stress tests
- possess a total of 2 OR tables with anesthesia and supplies
- overnight bed capabilities for up to six patients (12 beds total (6 ICU beds + 6 regular beds))
- post operative / intensive care capabilities for up to six patients to be stabilized until medically evacuated
- It is anticipated that full occupancy would be a rare occurrence.

C.3.5 Hours of Operations

HU: It is anticipated that routine services and primary care will be offered at the Consulate and other locations during regular hours as determined by COM (e.g. 08:00 until 18:00). The Health Unit staff is expected to respond to after-hour and weekend calls, though patients may be referred to the Health Unit the following day in accordance with good practice standards. Patients shall be seen promptly if circumstances warrant. In the event that a patient needs to be “boarded” overnight, the Health Unit staff should make appropriate adjustments to their staffing pattern.

DSH: DSHs will operate on a 24 hour, 365 day schedule. It is anticipated that routine services and primary care will be offered at the DSHs during regular hours as determined by COM (e.g. 08:00 until 18:00). For after-hours and weekends, one staff member shall be available in the DSH at all times; the remaining DSH medical staff will be immediately available (< 5 minute response time) to respond to after-hour and weekend emergency calls. When patients need to be boarded post-operatively; until stabilized, evacuated or discharged, the DSH will be staffed accordingly to safely meet inpatients’ needs.

C.3.6 Program Management Support

The Contractor shall provide all necessary personnel, administrative, financial, and managerial resources necessary for the support of this contract. The Contractor shall use proven methodologies that assure that all activities are identified, documented, and tracked so that the contract will continuously be evaluated and monitored for timely and quality service. The Contractor shall submit to the Contracting Officer’s Representative (COR) reports as referenced in paragraph G.1.

C.3.7 Monthly Status Reports

The Contractor shall conduct a Monthly Status Meeting to update the USG on the provisions and state of health care provided to Mission Iraq. The meeting will briefly summarize, by task order, status of all activities/requirements by the program in providing healthcare to Mission Iraq. In addition, the Contractor shall provide monthly reports to the COR. The reports at minimum will consist of an approved QA/QC Metrics report; a patient report which depicts the total and types of patients seen during the previous month; a property report which depicts GPE/CAP and a weekly blood report.

C.4 DESCRIPTION OF WORK / SERVICES

C.4.1 Medical Treatment - Resuscitative, General Surgical Care and Medical Care

If return to quarters is not anticipated within 96 hours of surgery or medical admission, patients will be medically evacuated for onward treatment and medical care, environmental conditions permitting.

C.4.1.1 Emergency Response

Within Embassy Compounds. Contractor shall provide Emergency Medical Response on compounds operated by the Department of State (DoS) and the Office of Security Cooperation Iraq (OSC-I, Department of Defense) at various locations in the Republic of Iraq. All compounds fall under the Chief of Mission “umbrella” and, as such, represent diplomatic entities constituent to US Embassy Baghdad. Services will include a timely response to medical emergencies with equipment that is appropriate to manage the initial evaluation and treatment of the patient and resuscitation from any life-threatening conditions. Patient transportation will be to the closest Health Unit (HU, a level 1-2 facility) or Diplomatic Support Hospital (DSH, a level 2+ facility.)

Outside Embassy Compounds. When there is an emergency outside a DoS support area due to a medical condition, the Tactical Operations Center (TOC) shall arrange for medical response and transportation to the nearest health care facility. The response is part of another contract and not a requirement of this contract. However the Contractor shall receive the patient from the responding Contractor and render care.

Patient Escort for EDSC and Ankawa. The sole exception to performance within compound perimeters is enroute care for emergent patients when medical evacuation (MEDEVAC) is unable to fly out of EDSC and Ankawa. Medical attendants will consist of at least one paramedic or higher level provider. Additional medical attendants may be necessary based on patient status. All medical attendants are required to wear body armor during ground patient movement in Red and Amber Zones. Ground patient movement in these zones also requires the patient and medical attendant(s) to be in an up-armored vehicle, with Private Security Detail Escort at all times. Ground patient movement within Red and Amber Zones requires a local RSO and CHS Program Manager and/or the Deputy Program Manager approval prior to transport. Additionally, notification of movement, times, and arrival to gaining facility is required as early as practically possible. This exception applies solely to ground patient movement through areas deemed necessary in order to reach medical treatment destinations when MEDEVAC is not accessible. The scope of this paragraph does not include EMS response. Under no circumstances are CHS personnel permitted to respond to 911/Emergency patients in the Red and Amber Zones. CHS will only provide medical escorts for an urgent or priority patient, not for routine patients. Furthermore, medical escorts will not be used to support PSD movements.

Medical Evacuation within Iraq. When a patient’s medical condition requires a transfer to a general surgical team located at a DSH, the designated medical director will notify the TOC and

place a request for evacuation. The medical director will also inform the TOC if there is a requirement for additional medical equipment or requirement for en route medical care. The TOC will make the necessary coordination with the MEDEVAC team and will provide them the patient's information and any additional requirements for medical equipment. The transfer will be documented via the 9-line evacuation form used by DoD (see Attachment D for sample), or a similar form containing the same data.

Medical Evacuation from Iraq. The medical director at the DSHs will be responsible for making the determination that medical evacuation out of Iraq is necessary. Contract employees will be evacuated IAW the cognizant Contractor's standard operating procedures. For U.S. government direct hire employees the medical director will contact the Regional Medical Officer in Baghdad who will make arrangements for the medical evacuation. For DoD TriCare Beneficiaries, Active Duty Military, NATO personnel, and DoD Civilian Employees who are authorized USG provided aeromedical evacuation, the Joint Patient Movement Requirements Center (JPMRC) will be the principal DoD organization which provides medical evacuation and will determine mode of transportation, time-frame, and destination. CHS will initiate the process by submitting a patient movement request into the TRANSCOM Regulating and Command and Control Evacuation System (TRAC2ES). For the majority of employees under the Chief of Mission umbrella, specific policies and procedures – and funding authority – will be through a commercial insurance company. This is particularly true in the case of contractors and subcontractors to the Department of State and Department of Defense. In all medical evacuation cases, the RSO will be involved in the evacuation coordination and decision process.

Mental Health Evacuation from Iraq. Government direct hire mental health cases will be evacuated to Washington in accordance with current Department of State guidelines, in coordination with the Regional Medical Officer (RMO) and the Regional Medical Officer / Psychiatrist (RMO/P). Eligible DoD beneficiaries will utilize JPMRC. Contractor mental health cases will be evacuated in accordance with policies established by the contractor's/patients' medical evacuation insurance company.

Enroute Care for an Emergent Patient When Medevac is Unable to Fly Out of EDSC. Contractor will provide enroute care for an emergent patient when MEDEVAC is unable to fly out of EDSC. Medical attendants will consist of at least one Paramedic or higher level provider. Additional medical attendants may be necessary based on patient status. All medical attendants are required to wear body armor during ground patient movement in Red and Amber Zones. Ground patient movement in these Zones also require the patient and medical attendant to be in an up-armored vehicle, with Private Security Detail Escort at all times. Ground patient movement within Red and Amber Zones require local RSO and CHS Program Manager and/or the Deputy Program Manager approval prior to transport. Additionally, notification of movement, times, and arrival to gaining facility is required as early as practically possible.

C.4.1.2 Physicals

Due to the descope of medical services in the Diplomatic Security (also referred to as Client) contracts, the Contractor shall provide annual physicals. The Client will coordinate their annual physical exams (PEs) with either the Medical Contracts Program Management Office (PMO) or their designated medical site lead.

The PMO/site lead shall schedule the Client's employee and notify the Client of the appointment time. The Contractor shall inform the Client of the necessary requirements for the requested PE and provide the necessary paperwork. All appointment conflicts will be resolved between the Client and medical site lead.

The employee will present themselves to the Contractor's medical exam site with completed paperwork and in accordance with (IAW) the directions given by the medical site lead. The employee will undergo the diagnostic testing required for each PE and if deemed necessary by the medical provider, referred to the Client for further diagnostic testing or follow-up. If an employee was required to obtain further diagnostic testing, the Contractor's medical provider will determine if this testing is available at a Contractor's medical facility or if the employee will need to depart theater to complete the diagnostic testing. If the medical provider determines the employee needs diagnostic testing not available in theater, the Client will be notified and the Client and employee will be responsible at that time to make the necessary arrangements to complete the diagnostic testing. Once completed, the employee will forward the documentation to the Contractor's medical provider for review and inclusion in the PE record. Once the PE and diagnostics are completed and reviewed, the Contractor will enter the information into their medical digital records system followed by a determination if the employee meets the required health standard. The recommendation and paperwork will also be provided to the Client and the employee.

Once the PE is complete and all diagnostics necessary are completed and reviewed, the Contractor medical provider will make a recommendation of: 1) employee capable of performing current job; 2) employee needs further evaluation by their primary care provider (PCP) at their home of record (HOR) or within theater if possible; or 3) employee does not appear to meet the standards of fitness for their current job.

The medical waiver process (reference applicable portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) will be the responsibility of the client company IAW their contract and company policy.

C.4.2 Dental

Dental services, if ordered, will be limited to performance at diplomatic support hospitals for emergency general dentistry for all COM designated personnel in Iraq. The contractor shall provide emergency dental services at BDSC LDSH on a full-time basis. Emergency dental care at the remaining diplomatic support hospitals will be provided by a travelling team of one dentist and one dental assistant. Emergency care will be within the scope of practice of general dentistry to eligible participants.

C.4.3 Public Health

The contractor shall provide public health oversight for all Department of State (DoS) food facilities, public facilities, Meals Ready to Eat (MREs), incoming food shipments, foodborne illness outbreaks, food handler medical clearance and training requirements and vulnerability assessments of food facilities in Iraq. The contractor shall also respond and investigate all foodborne illness outbreaks and provide guidance to DoS and other contractors as necessary.

The Contractor will be responsible for:

- Food receipt inspections
- Dining facility inspections
- Bottled water inspections
- Operational ration, Meals Ready to Eat (MREs) inspections
- Army and Air Force Exchange Service (AAFES) facility and vendor inspections
- ROWPUs potability inspections

CHS will appropriately conduct oversight at each OSCI/DOS site and will include dining facilities, food inspection points, bottled water inspections, MREs and any associated AAFES facilities and vendors throughout the theater of Iraq in the Northern, Southern and Central Regions.

Although this contract may require coordination with other contracts for performance of specific services, primary responsibility for performance of the following services will reside with other contracts and are *not* the responsibility of this contract:

Medical Waste Disposal
Pest / Vector Control

This contract shall require tracking and reporting of occupational injuries, disease trends (e.g. influenza-like illness), blood-borne pathogen and needle stick exposure programs, periodic health education and disease prevention programs and other services in accordance with industry standards and as determined by the Department of State.

C.4.4 Medical Logistics

C.4.4.1 Medical Supplies

The Contractor shall be responsible for all supply chain management processes to support the operations of health care facilities. This includes determining what pharmaceuticals, medical supplies, and medical equipment are required to sustain patient care operations. Patients will be responsible for obtaining maintenance medications. The Contractor shall find their own sources for material ordered and must ensure that they only use U.S. FDA or European Medicines Agency (EMA) approved products in the delivery of health care. The Department of Defense supply chain is to be used as a back-up only. The Contractor is responsible for any import fees,

tariffs, and /or taxes imposed by Iraq as well as completion of all the cross border documentation required as part of this contract.

Other contracts will provide medical waste disposal, laundry services, equipment disposal, oxygen tank refills; trash collection; hazard material management and general housekeeping. The Contractor will be responsible for coordinating these services and for general supply ordering and replenishment.

C.4.4.2 Equipment

The Contractor shall be responsible for identifying the necessary equipment and outfitting each of the health care facilities with the equipment and supplies required to provide health care support and maintain basic operations. Specific requirements will be contained on the individual task orders. Communications systems and equipment will be provided by the Government.

C.4.4.3 Biomedical Equipment Maintenance and Repair

The Contractor is responsible for maintenance and services to include calibration and repair of all medical equipment, including CT scanners, utilized under this contract.

C.4.4.4 Mortuary Affairs

The Contractor shall notify American Embassy - Baghdad Human Resources and the RSO upon the death of a patient. If ordered, Contractor will provide limited mortuary services for the Department of State (DoS) for handling the remains of authorized personnel who pass away in Iraq. The Contractor shall have custody of remains until other arrangements can be made. Remains may be held for 24-48 hours. Contractor may release the bodies of local nationals to their families unless otherwise notified by the Chief of Mission.

C.4.4.5 Housekeeping

The Contractor shall perform cleaning and sanitization requirements above the standard housekeeping cleaning to meet the Centers for Disease Control and Prevention (CDC) guidelines for environmental infection control in health care facilities. Any specialized housekeeping requirements for operating rooms will be the Contractor's responsibility.

C.4.4.6 Blood and Blood Products

The Contractor will staff the large DSH at Sather with at least one Medical Technologist or Medical Laboratory Scientist who will have oversight responsibility for blood management at the large and small DSH facilities. The small DSH facilities will have a lab technician who will be trained to perform emergency cross-matching. Each DSH will have the ability to receive, inventory, store, thaw and transfuse as needed up to 10 units of a combination of O positive and O negative blood (20 units in the large DSH) and up to 6 bags of a combination of AB and AO Fresh Frozen Plasma (12 at the large DSH). The Contractor will maintain an inventory of supplies needed to provide transfusion services. Transfusion of blood products will be done in

accordance with common nursing practice standards at the direction of one of the General Medical or Surgical Officers.

The Government will make blood products available *at no cost* through Al Udeid Air Force Base, Qatar. The Contractor will be responsible for periodic (monthly or more often as needed) retrieval of these products, transportation to the DSH and redistribution to the smaller DSHs, to be performed in accordance with standards prescribed by the American Association of Blood Banks and the FDA for transport and storage of blood products. The provision of this supply by the Department of Defense is contingent upon each small DSH reporting to the large DSH daily blood product inventory; the large DSH shall then report that information daily to the DoD Blood Service (details to be provided at a later date).

A Mass Casualty Incident could result in an immediate need for blood and blood products in excess of the supply at hand. In case of an emergency immediately requiring blood and blood products beyond what is available as noted in the preceding paragraphs, each DSH will have the capacity to perform fresh whole blood collection and transfusion. This capacity, often referred to as a “walking blood bank”, should include the solicitation of potential volunteers well in advance of an emergency, appropriate screening at the time of solicitation, rapid HIV, HBV and HCV donor screening at the time of collection, necessary collection bags and filters and adherence to a well-defined protocol. It is understood that such a program would constitute an extraordinary measure to be used only under extraordinary circumstances. Contractor should provide in detail the plan to establish, implement and follow-up such a program.

C.4.4.7 Inpatient Meals

The DSH overnight beds are not supported by a catering service. The DSH medical or administrative staff, at the direction of the responsible General Medical Officer, will hand carry each meal (breakfast, lunch, dinner, snack) from the dining facility operated by another contractor to the DSH inpatient ward and return trays or dispose of trash accordingly.

C.5 MEDICAL COMMUNICATIONS AND AUTOMATION SUPPORT

The Contractor will provide computers, peripherals, and automation support required to meet the health care requirements described in this PWS. Internet connectivity for the purposes of conducting work under this contract will be the responsibility of the Contractor. Anything that maintains patient data becomes the property of the Government.

The Contractor will provide a solution for transmission of CT and other digital images from other locations to the Sather-based radiologist for “real time” (emergency) readings and non-emergency readings. An example of one such solution already in use in Iraq by the Department of Defense is MEDWEB. The Contractor may consider, but is not required to use, this particular provider.

Any PC connected to OpenNet (the DoS unclassified secure system) has to be purchased by DoS and remains DoS property. The Contractor cannot connect a personal or corporately owned

computer to OpenNet. This restriction also applies to computers with HIPAA (Health Insurance Portability and Accountability Act of 1996) covered data.

C.5.1 Patient Administration

Department of State will provide a proof of eligibility for access to health care.

C.5.2 Medical Records

The Contractor will establish a medical record for all personnel for whom it provides health care. The Contractor shall provide either a paper or electronic medical record that must at a minimum contain personal patient information (name, age, date of birth, sex) assigned organization or company, chief complaint, date of complaint, applicable prior health care screening information such as allergies, and recent physician provided health care. Health care forms used shall be Health Insurance Portability & Accountability Act (HIPAA) compliant. Health Care Providers (HCPs) will document care delivered and follow up care required.

C.5.3 Patient Tracking

For all patients requiring over-night care or medical evacuation, the Contractor will establish patient tracking processes and procedures that will account for the patient locations within the health care delivery network.

C.5.4 Patient Reporting

The Contractor will provide periodic status reports as determined by the RMO in Baghdad. The RMO will be advised of any patients with life threatening illness, loss of life, and/or potential threat to the Embassy community. Additional reporting requirements may be provided with each task order.

C.6 STAFFING

C.6.1 Staffing Plan

The Contractor shall submit a staffing plan that is in concert with their technical approach with the individual task order(s).

C.6.2 Reserved

C.6.3 Staff Medical Fitness

The Contractor shall provide technically competent Health Care Providers (HCPs) that are “medically and dentally fit” in the time frame stated in the task order award notice. A qualified candidate shall not have a medical condition that would constitute a direct threat to the health or safety of the individual or others, or that, with or without a reasonable accommodation, would prevent the individual from performing the duties of the job. Individuals requiring maintenance

medication are responsible for bringing sufficient quantities for the duration of their stay. The Contractor's assessment of a candidate's medical fitness to perform the duties of the job should include consideration of available information regarding:

- (1) The candidate's medical condition, including the likelihood of contagion, and the effect of that condition on the candidate's ability to perform the duties of the job in a safe, efficient and effective manner;
- (2) The likelihood that the candidate may require access to medical facilities or treatment, medication or supplies on an emergent or frequent basis overseas; and, if so, whether such facilities, treatment, medication and supplies are available and safely accessible at the overseas location(s) where the job will be performed;
- (3) The likelihood that working in such overseas locations may result in adverse effects upon the candidate's medical condition or treatment;
- (4) Any applicable host-nation requirements or restrictions relating to the candidate's medical condition that may prevent, impede or interfere with the candidate's ability to perform the duties of the job in such overseas locations; and
- (5) Any other relevant factors.

All services shall be provided in accordance with established standards, principles and ethics of the profession and applicable professional specialty organizations. Contract HCPs shall have the highest regard to patient dignity and observe the precepts of the American Hospital Association's Bill of Rights for patients.

C.6.4 Credentialing

The Contractor is responsible for confirming that all licenses, certifications and registry requirements are current and valid. The Contractor will exercise due diligence to confirm recommendations, prior administrative action against a licensee and/or criminal history.

The Contractor will ensure that for all HCPs:

- Licenses are in good standing, are without restrictions, and are kept current through the period of employment.
- ACLS and ATLS will be current throughout the period of employment. A 90-day window is permitted for recertification.
- Physicians and Primary Care Providers shall be licensed in the United States or Canada; physicians and primary care providers licensed elsewhere will be considered on a case-by-case basis.
- All health care providers and medical support staff shall be proficient in the ability to speak, write and communicate in English.

- All health care providers and medical support staff shall demonstrate proficiency in the use of basic word processing programs
- All health care providers and medical support staff shall have recent clinical experience in patient care, including at least 6 months out of the past year.

The Contractor shall:

- Be responsible for ensuring each HCP or HU employee is screened and credentialed prior to hiring of the individual, including confirmation of licenses, certifications, license restrictions, malpractice claims, prior loss of privileges, and any criminal history. References shall be contacted for each individual proposed. The DoS Office of Medical Services will conduct a review of the credentialing process periodically.
- Notify the COR of any unplanned staff turnover
- For Primary Health Providers and other Physicians, including the General Medical Officer, General Surgical Officer, Nurse Practitioner and Physician Assistant, present their credential files to the RMO for confirmation of credentials and final hiring approval
- Ensure that the HCPs are properly trained and certified prior to arrival in theater and that they stay proficient while providing health care.

C.6.5 Training and Certifications

C.6.5.1 Professional Education

The Contractor will provide staff that meet the training requirements, (including HIPAA training) and possess the certifications stipulated in the descriptive paragraphs that follow for each type of position. The Contractor is responsible for maintaining a database of credential qualifications and ensuring that staff members are trained and certified before they deploy. The government will periodically inspect the Contractor's credentialing system to ensure that only qualified personnel provide health care or support to health care under this contract.

C.6.5.1 Pre-Deployment Counter Terrorism Training

U.S. Contractor personnel in Iraq in excess of 30 days shall complete a two week pre-deployment Foreign Affairs Counter Terrorism (FACT) training prior to travel to Iraq for work on this contract. Contractor will provide such training, either directly or through a third party. The requirement applies to all contractor personnel, prime and subcontractors. Specific course elements include:

- Combat first aid training
- Weapons familiarization (M4, M9, Beretta, Glock, AK-47)
- Defensive tactics, including counter-terrorism driving
- Improvised explosive device (IED) recognition
- Surveillance detection training
- Hostage survival and personnel recovery

C.6.6 Position Descriptions

The Government of Iraq, Ministry of the Interior, is releasing a list of partner countries whose nationals will be allowed to provide services. The list of approved countries will be provided as an amendment to the solicitation.

C.6.6.1 General Medical Officer

Please be advised that all health care providers shall be licensed in accordance with Section C.6.4.

- **Emergency Medicine Specialist** (defined by current board certification) with a broad interest and experience in providing primary care across the range of office-based specialties including, but not limited to, GYN, dermatology, ENT, pulmonary, cardiovascular, ophthalmology, orthopedics, psychology and gastroenterology. Current ATLS and ACLS are required; recent completion of Tactical Combat Casualty Care or comparable advanced trauma course featuring “live tissue” or exceptional simulation training is desirable.

Or

- **Family Medicine Specialist** (defined by current board certified or equivalent board certification) with interests as defined above and with an interest, additional training and practice experience to include the broad range of gynecologic, medical, surgical, orthopedic, psychiatric and trauma emergencies. Current ATLS and ACLS are required; recent completion of Tactical Combat Casualty Care or comparable advanced trauma course featuring “live tissue” or exceptional simulation training is desirable.

Or

- **Internal Medicine Specialist** (defined by current board certified or equivalent board certification) with interests as defined above and with an interest, additional training and practice experience to include the broad range of gynecologic, medical, surgical, orthopedic, psychiatric and trauma emergencies. Current ATLS and ACLS are required; recent completion of Tactical Combat Casualty Care or comparable advanced trauma course featuring “live tissue” or exceptional simulation training is desirable.

C.6.6.2 General Surgical Officer

U.S. or Canadian board certified or recently ABS qualified General Surgeon with interest, training and experience managing the full range of emergency surgical cases including vascular, neurologic, orthopedic and soft-tissue, as well as the full-range of general surgical cases including abdominal, urologic, vascular and soft-tissue. Current ATLS is required; recent completion of Tactical Combat Casualty Care or comparable advanced trauma course featuring “live tissue” or exceptional simulation training is desirable. Completion of a trauma fellowship will merit particular consideration.

C.6.6.3 Physician Assistants, Adult or Family Nurse Practitioners (Primary Care Providers)

Nurse Practitioners will hold current national certification by the AANP or ANCC and hold and maintain a current unrestricted licensure from any state during the period of employment. Physician Assistants will hold national certification by the NCCPA and hold and maintain a current unrestricted license from any state during the period of employment.

C.6.6.4 Emergency Medical Technicians, Registered Nurses, Vocational Nurses

The Contractor shall utilize additional care providers in all medical facilities to assist with patient administration; vital signs; post operative, intravenous, and intramuscular medications; cardiopulmonary resuscitation and resuscitative trauma care; along with other duties as determined by the primary medical providers (physicians, nurse practitioners and Physician Assistants) that do not exceed the scope of practice.

- EMT candidates shall be state licensed, with National Registry desirable, or shall hold current unrestricted licenses in Canada. All EMT candidates shall have the necessary skill sets to perform IV, venous blood draw, IO (intraosseous), intubation, medication administration, 12 lead with interpretation and treatment, and an intimate knowledge of a wide range of field/emergency medications. EMTs will have completed PHTLS (Pre-Hospital Trauma Life Support), ACLS (Acute Cardiac Life Support), and PALS (Pediatric Advanced Life Support).
- RNs and VNs shall hold current and unrestricted licenses, in good standing, in any U.S. State or Canada and without restrictions.
- All EMTs, RNs and VNs must hold current BLS certification; advanced certification (e.g. ATLS, ACLS), where applicable to the position, is desirable.

C.6.6.5 Specialty Nursing / Technical Staff

The Contractor shall use specialty service providers where required, including Operating Room RNs (with or without operating room certification) and Certified Surgical Technologists. All specialty and technical staff shall hold current and unrestricted licenses, in good standing, and, where required, current certification(s). Anesthetists must hold current certification as a CRNA and maintain an unrestricted license in good standing from any state.

C.6.6.6 Biomedical Equipment Technician

The Contractor shall provide biomedical equipment technicians (BMET) that will provide maintenance and services to include calibration of all medical equipment including CT scanners (both government furnished equipment and Contractor medical equipment) within their assigned region. The Contractor proposed BMET qualifications shall include a high school degree, associate's degree (preferred), and a trade school program (i.e. military training, technical school, etc.) with 5–7 years experience.

C.6.6.7 Medical Technologist

The Medical Technologist will be credentialed as an MLS(ASCP^{cm}) or MLS(ASCP)^{cm} eligible or certified by the Canadian Society for Medical Laboratory Science (CSMLS).

C.6.6.8 Medical Laboratory Technician

The Laboratory Technician will hold certification as a medical laboratory technician through the American Society for Clinical Pathology (ASCP), the American Medical Technologists (AMT), the National Credentialing Agency for Laboratory Personnel (NCALP) or the Board of Registry of the American Association of Bioanalysts (AAB). Laboratory technicians certified by non-US entities and/or non-Canadian entities will be reviewed and approved on a case by case basis.

C.6.6.9 Dentist

The Contractor shall provide a dentist that is a graduate of an accredited dental school in the United States, holds a current and unrestricted dental license from any of the States, and has at least three years experience after licensure as a general dentist.

SECTION D – PACKAGING AND MARKING

D.1 DATA PACKAGING REQUIREMENTS

- (a) All unclassified data shall be prepared for shipment in accordance with best commercial practices.
- (b) Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

D.2 MARKING OF REPORTS

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (a) Name and Business address of the Contractor;
- (b) Contract number and delivery order number, if applicable;
- (c) Date of report;
- (d) Program office(s); and
- (e) Individual Task Order Number.

The Contractor shall not place its name, brand, or logo on any signs, maps, drawings or items identified as Government property in support of this contract without written approval from the Contracting Officer.

D.3 REPORT REQUIREMENTS

- (a) Additional delivery Information may be contained on the individual task order.
- (b) All reports shall be submitted in Microsoft Office Format.
- (c) Quarterly, Semi-Annual and Annual Reports shall be submitted on a CD.
- (d) Reports shall not contain proprietary or restrictive language or markings.

D.4 WARRANTY NOTIFICATION

In accordance with FAR 46.706(b)(5), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented for supply personnel and users to identify warranted supplies. Warranty information shall include the terms and duration of the warranty and the name and telephone number of the Contracting Officer to be notified if the supplies are found to be defective.

SECTION E – INSPECTION AND ACCEPTANCE

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to the contract requirements including any technical requirements for the specified manufacturers' parts.

E.1 INSPECTION CLAUSES

The following contract clauses are incorporated by reference and have the same force and effect as if they were incorporated in full text.

Clause	Title
52.246-2	Inspection of Supplies Fixed Price (Aug 1996)
52.246-3	Inspection Of Supplies Cost-Reimbursement (May 2001)
52.246-4	Inspection of Services--Fixed-Price (Aug 1996)
52.246-5	Inspection of Services—Cost Reimbursement (Apr 1984)
52.246-6	Inspection--Time-and-Material and Labor-Hour (May 2001)

E.2 ACCEPTABLE LEVELS OF PERFORMANCE

This provision will be implemented at the task order level.

When the Contractor fails to provide the services required by orders issued under this contract, the Government shall annotate the contract record of the deficiency for use in the annual appraisal and past performance record IAW the Quality Assurance and Surveillance Plan (QASP). Unless the deficiencies were not reasonably discoverable by the Government, the Government will notify the Contractor and request a plan for correcting the nonconformance.

If the Contractor believes that mitigating circumstances precluded the Contractor from meeting the terms and conditions of the contract as it relates to performance or administration of the contract, a request for waiver can be requested. The Contractor shall provide a detailed explanation as to why the circumstances surrounding the contract noncompliance occurred and why this action could not have been prevented. This request should be submitted to the Government within seven (7) calendar days from receipt of notice of noncompliant performance, unless otherwise approved by the Contracting Officer.

E.3 INCORPORATION OF QUALITY ASSURANCE PLAN METRICS

This provision will be implemented at the task order level.

Please note this Section may be modified prior to contract award to reflect quality assurance and performance metrics proposed in the Contractor's proposal.

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Contractor shall propose performance metrics for quality assurance purposes. Those metrics will be incorporated, by mutual agreement and in whole or in part, into the Government's Quality Assurance Surveillance Plan (QASP).

E.4 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance will primarily occur in the country of Iraq.

E.5 SCOPE OF INSPECTION

E. 5.1 All deliverables will be inspected for content, completeness, accuracy and conformance to the task order requirements by the Contracting Officer's Representative, Program Officer, or other authorized representative designated in each task order. Inspection may include validation of information or inspection of the deliverables, as specified in each task order. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

E.5.2 Unless otherwise noted in the individual task order, the Government requires a period not to exceed 15 calendar days after receipt of deliverable items for inspection and acceptance or rejection.

E.6 RESERVED

E.7 DELIVERABLES

E.7.1 Unless otherwise noted in the individual task order, the Government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) calendar days from receipt by the Government of the initial deliverable.

E.7.2 Upon receipt of the Government comments, the Contractor shall have five (5) calendar days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

E.8 RESERVED

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

This contract will consist of a base period of one year plus four (4) one year options. In addition transition periods will be defined for each task order.

F.2 PLACE OF PERFORMANCE

Work under this contract will primarily be performed in the country of Iraq.

F.3 DELIVERABLES

The deliverables and the frequency of the deliverables will be specified on the individual task order.

F.4 SHIPMENTS

F.4.1. Shipments should be marked for and addressed to the Embassy, without the contractor's name on the shipping container.).

The shipping address will be:

- a. The first line must be: United States Embassy to Iraq.
- b. The second line will be one of the following:
Basrah Logistics Center
Sather Logistics Center
Kirkuk Logistics Center
- c. Line three will be: Mark for Regional Medical Officer, yyyy/mm/(task order number).
- d. Line four will be "Health Unit Basrah," "Health Unit Sather," etc.
- e. Line five is the postal descriptor, APO AE 09870.

F.4.2. A Hub Program has been put in place, with three hubs at Basrah, Kirkuk, and Baghdad. Warehousing will be available at the hubs. The contractor will submit a Trans Movement Request (TMR) to have goods placed on trucks going to the desired site(s). This service will be free to the contractor. Exceptionally bulky/large shipments (e.g. some equipment) will be the contractor's responsibility.

F.5 ALTERNATE SHIPPING INSTRUCTIONS

If the Contractor becomes unable to ship necessary materials (e.g., medical equipment, pharmaceutical prescriptions) into Iraq because commercial sources are unable to support the requirement, the U.S. Embassy Baghdad has coordinated a military airlift between Jordan and Iraq that may be used as an alternative, subject to the following process:

1. The Contractor shall provide a listing of the shipment contents, weight, cube, urgency (i.e. how quickly the shipment needs to be in-country), and any required special handling instructions (e.g., cold chain handling, fragile, oversized) to the Contracting Officer. The request shall describe why standard commercial shipping options do not meet the schedule or other requirements for the shipment. The Contracting Officer will either approve or deny the request and notify the Contractor.
2. If the request is approved, the Contractor shall contact the Office of Logistics Operations (A/LM/OPS) for specific instructions to include shipment handling, preparation and labeling. As directed by A/LM/OPS, the cargo shall be shipped via sealift or airlift.
3. For both methods of shipment listed below, a receiving report shall be prepared by the Contractor.

SEALIFT

If the shipment is not urgent and can be delivery in over 30 days, it shall be sent via sealift. The Department and the Contractor shall follow the stated process:

1. The Contractor shall contact A/LM/OPS at A_LMGITMShippingSupport@state.gov to receive shipping instructions.
2. A/LM/OPS will contact NEA-SCA-EX-Iraq at NEA-SCA-EX-Iraq@state.gov to coordinate funding requirements for the shipment.
3. The Contractor shall transmit the bill of lading to ISU-Amman-Cargo@state.gov no later than four weeks prior to shipment arrival. Additional information may be required and requested by ISU, in which case, the Contractor shall provide the necessary information.
4. If a DipNote is required, the Iraq Support Unit (ISU) will coordinate the process.
5. The Contractor shall label shipment as directed by A/LM/OPS.
6. The Contractor may be required by A/LM/OPS to ship to a consolidation point or some other intermediate location using its freight forwarder.
7. The shipment will be routed through the port of Aqaba, Jordan. ISU will coordinate personnel to meet the shipment at the port, any required inspections by Jordanian Customs Office, transportation to the Amman Civil Airport at Marka, and temporary warehouse storage, if needed.
8. ISU will sign for items received, but will not initiate a receiving report. The Government will not consider the item received or accept responsibility until after receipt and inspection in Baghdad.
9. ISU will schedule airlift to the Baghdad Diplomatic Support Center (BDSC) at Baghdad International Airport via the Intra-Theater Airlift Request System (ITARS) or an appropriate alternative.
10. The Contractor shall coordinate with the COR and/or ACOR at BDSC, to be present at the BDSC Cargo Yard for a joint inspection and acceptance of the items, and shall coordinate with the BDSC Air Tactical Operations Center at BDSC_AirfieldOps2@State.gov for downloading and handling/storage of the shipment.
11. In the event joint inspection of the items arriving at BDSC reveals items are damaged or do not match the bill of lading, the Contractor shall notify the COR and/or ACOR.

AIRLIFT

If the shipment must be delivered in less than four weeks, it shall be sent via airlift. The Department and the Contractor shall follow the stated process:

1. The Contractor shall contact A/LM/OPS at A_LMGITMShippingSupport@state.gov to receive shipping instructions.
2. A/LM/OPS will contact NEA-SCA-EX-Iraq at NEA-SCA-EX-Iraq@state.gov to coordinate funding requirements for the shipment.
3. The Contractor shall transmit bill of lading to ISU-Amman-Cargo@state.gov no later than seven days prior to shipment arrival. Additional information may be required and requested by ISU, in which case, the Contractor shall provide the necessary information.
4. If a DipNote is required, the ISU will coordinate the process.
5. The Contractor shall label shipment as directed by A/LM/OPS.
6. The Contractor shall utilize its freight forwarder to transport the shipment to Amman Civil Airport (IATA: ADJ, ICAO: OJAM) at Marka.
7. ISU will coordinate any required inspections by Jordanian Customs Office.
8. ISU will sign for items received, but will not initiate a receiving report. The Government will not consider the item received or accept responsibility until after receipt and inspection in Baghdad.
9. ISU will schedule airlift to the Baghdad Diplomatic Support Center (BDSC) at Baghdad International Airport via the Intra-Theater Airlift Request System (ITARS) or an appropriate alternative.
10. ISU will coordinate temporary warehouse storage, if needed.
12. The Contractor shall coordinate with the COR and/or ACOR at BDSC, to be present at the BDSC Cargo Yard for a joint inspection and acceptance of the items, and shall coordinate with the BDSC Air Tactical Operations Center at BDSC_AirfieldOps2@State.gov for downloading and handling/storage of the shipment.

F.6 NOTICE REGARDING LATE DELIVERY

The Contractor shall notify the Contracting Officer's Representative, Program Officer, or other authorized representative designated in each task order as soon as it becomes apparent to the Contractor that a scheduled delivery will be late. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery and the project impact of the late delivery. Such notification in no way limits the Government's right to any and all rights and remedies including termination.

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SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION DATA

This contract will be administered as follows:

Primary Contracting Officer

John J. Stever
Department of State
Office of Acquisitions Management
A/LM/AQM/IT
1701 North Fort Myer Drive
Arlington, VA 22209
(703) 875-6845

Administrative Contracting Officer

Andrew J. Lloyd
Department of State
Office of Acquisitions Management
A/LM/AQM/IT/ISB
1701 North Fort Myer Drive
Arlington, VA 22209
(703) 875-6288

Written communications regarding the administration of this contract shall make reference to the contract number, modification number (if applicable) and shall be emailed to the above Administrative Contracting Officer at LloydAJ@state.gov.

Contracting Officer's Representative

The Contracting Officer's Representative (COR) will be delegated via memorandum by the Contracting Officer. Section G.4 outlines the duties, responsibilities of the COR. Only the Contracting Officer has the authority to make changes that affect contract prices, quality, quantities or delivery terms.

Government Technical Monitors

Government Technical Monitors may be nominated by the COR and formally delegated by the Contracting Officer. Responsibilities may include specific sites, tasks, or both. Each delegated GTM will be recognized as the COR's representative with respect to the assigned task or work site.

G.2 MAILING

First Class Mailing:
U.S. Department of State
Office of Acquisition Management
P.O. Box 9115, Rosslyn Station

U.S. Department of State
Bureau of Near Eastern Affairs

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Arlington, Virginia 22219

Courier or Hand Delivery: U.S. Department of State
Office of Acquisition Management
Room 200
1701 N. Ft. Myer Drive
Arlington, Virginia 22219

G.3 INVOICING

Invoice submission is via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name and Address of the Contractor
- (2) Dun and Brad Street Universal Number System (DUNS)
- (3) Date of invoice
- (4) Unique Vendor Invoice Number
- (5) Remittance Contact Information
- (6) Shipping Terms, Ship to Address
- (7) Payment Terms
- (8) Total Quantity of Items
- (9) Total Invoice Amount
- (10) Requisition Number, Contract Number, and Task Order/Award Number, with modification number if applicable.
- (11) Task Order line item number and information (see below instructions)

The name and DUNS of the Contractor on the invoice must match the information indicated on the task order/award for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding task order/award/contract. Each line item must contain the following information:

- (1) Description of the services rendered for each line item
- (2) Line Item Quantity
- (3) Line Item Unit Price
- (4) Total Line Item Invoicing Amount
- (5) Delivery Date
- (6) Contract Line Item Number (CLIN)

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Many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The task order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer (EFT). Offerors who are registered in the Central Contractor Registration (CCR) should verify and re-confirm their financial information in the database prior to invoicing. Offerors who wish to request a waiver of CCR or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For Offerors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the Offeror record cited in the award.

Additional correspondence should be addressed to:

Name:
U.S. Department of State
Global Financial Services
Attn: Office of Claims (RM/GFS/F/C)
Charleston Financial Service Center

Mailing Address:
Post Office Box 150008
Charleston, SC 29415-5008

Telephone Numbers:
Director's Secretary Voice 843-202-3761
Fax 843-746-0749
Official Office Hours: 8:00 am – 5:00 pm

To request Payment Status on a Past Due Invoice contact:
Office of Claims Customer Service
E-mail: commercialclaims@state.gov
Phone: 877-704-9473 Toll Free

Person to Contact: Supervisor, Vendor Claims
E-mail: GFS-ChiefVC@state.gov
Phone: 843-202-3881

Additional information will be provided on the individual task order.

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR) RESPONSIBILITIES

G.4.1 The Contracting Officer will appoint a COR in writing for each task order (TO). The COR will receive, for the Government, all work called for by the TO and will represent the CO

in the technical phases of the work. The COR will provide no supervisory or instructional assistance to Contractor personnel.

G.4.2 The COR is not authorized to change any of the terms and conditions of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the Contract or the TO. Additional responsibilities of the COR include:

- 1) Monitoring the Contractor's performance to ensure compliance with technical requirements of the Contract/TO
- 2) Reviewing and approving of progress reports, technical reports, etc., that require Government approval
- 3) Verifying and certifying that items have been inspected and meet the requirements of the Contract/TO
- 4) Immediately notifying the CO if performance is not proceeding satisfactorily
- 5) Ensuring that changes in work under the Contract/TO are not initiated before written authorization or a modification is issued by the CO
- 6) Providing the CO with a written request and justification for changes
- 7) Furnishing interpretations relative to the meaning of technical specifications and technical advice relative to CO approvals
- 8) Inspecting and accepting service, including visiting the Contractor's facilities on a non-interference basis to check performance as authorized by Contract/TO inspection clause. This may include, but is not limited to, evaluation of the following:
 - i. Actual performance versus schedule and reported performance
 - ii. Changes in technical performance that may affect financial status, personnel or labor difficulties, overextension of resources, etc.
 - iii. The number and level of employees charged to the Contract/TO versus those that are actually performing work under the Contract/TO
- 9) At the completion of the Contract/TO, advising the CO concerning the following:
 - i. All articles and services required to be furnished and/or performed under the Contract/TO have been technically accepted
 - ii. Contractor compliance with patent rights and royalties clauses of the Contract/TO
 - iii. Recommended disposition of any Government-furnished property in possession of the Contractor
 - iv. Verification of proper consumption and use of Government-furnished property by the Contractor
 - v. Prepared performance report detailing compliance with requirement, quality assurance, timely completion, and any problems associated with the Contract/TO

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G.4.3. The Contractor is advised that only the CO, acting within the scope of this Contract and the CO's authority, has the authority to make changes that affect Contract prices, quality, quantities, or delivery terms.

G.4.4. The COR will furnish technical advice to the Contractor to provide specific details, milestones to be met within the terms of the Contract, and any other advice of a technical nature necessary to perform the work specified in the Contract. The COR shall not issue any instructions which would constitute a contractual change.

G.5 INVOICES BY CLIN CONTRACT TYPE

G.5.1 Fixed Price CLINS

The contractor may invoice on the basis of services and supplies (as applicable) delivered in that month. If contractor chooses to submit invoices on a less frequent schedule, the basis of the invoice will be in one-month increments.

G.5.2 Cost Reimbursable CLINS

The following applies to submission of invoices for payment of Cost Reimbursement CLINS.

The Contractor may invoice on the basis of cost incurred for Cost Reimbursement CLINS. The invoice shall include the period of performance covered by the invoice and the CLIN number and name. In addition, the Contractor shall provide the following detailed information for each invoice submitted, as applicable.

- If required, a copy of the authorization for the item purchased.
- A list of the items purchased with unit costs
- Copies of receipts for items with an aggregate cost of \$2,500. The Government reserves the right to request receipts for any purchases under this contract. The Government will conduct random audits of all cost reimbursement items purchased under this contract. During these audits, the Contractor will be required to submit supporting document (e.g., copies of receipts) for all purchases made over the course of an invoice period.

G.5.3 Travel

The Contractor may invoice on the basis of cost incurred for travel in accordance with the JTR/FTR. The invoice shall include:

- Travel Authorization Request identifier, approver name and approval date
- Current invoice period
- Names of travelers
- Number of travel days
- Dates of travel
- Number of days per diem charged
- Per diem rate used

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- Total per diem charged
- Transportation costs (rental car, air fare, etc)
- Total charges
- Explanation of variances exceeding 10% of the approved versus actual costs
- Indirect Handling Rate

Contractor Invoices shall include any allowable overhead and General and Administrative charges. If labor is firm-fixed-price, the negotiated fixed fee is an allowable cost. If labor is time-and-materials, no fee will be allowed.

G.5.4 Other Direct Costs (ODCs)

The Contractor may invoice monthly on the basis of cost incurred for ODC CLINS. The invoice shall include the period of performance covered by the invoice, the CLIN number and title and the task order number. In addition, the Contractor shall provide the following detailed information for each invoice submitted, as applicable. Separate worksheets, in Microsoft Excel format, are required.

- ODCs purchased
- Date delivery accepted by the Government
- Associated CLIN
- Project to date totals by CLIN
- Cost incurred not billed
- Remaining balance of each CLIN
- Indirect Handling Rate

Invoices shall include any allowable General and Administrative and overhead charges. All cost proposals provided by the Contractor shall also be fully burdened including Overhead Charges, General and Administrative Charges. If labor is firm fixed price, the negotiated fixed fee is an allowable cost. Fee on ODCs; e.g. equipment; and DBA is unallowable.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

The Government reserves the right to deny access to U.S. owned and U.S. operated facilities to any individual. The Contractor shall provide the names, biographic data, and police clearance on all Contractor personnel who will be working under this contract before they report for duty. The Government shall issue identity cards to approved Contractor personnel. The identity cards must be approved by the COR. These personnel shall display their identity cards on the uniform at all times while on duty. The Contractor shall maintain a record of the identity cards that have been issued and provide this record to the COR upon request. The Contractor will notify the COR if an identity card is lost or stolen. The Contractor shall retrieve issued identity cards when the contract is completed, a Contractor employee leaves this contract, or at the request of the Government.

H.1.1 Assignment Restrictions

Citizens of countries listed below may not be assigned to perform on this contract in any capacity. The Department of State (DoS) reserves the right, in its sole discretion, to determine suitability of personnel traveling to U.S. Diplomatic facilities and elsewhere under this contract.

- Belarus
- Cuba
- Iran
- Israel
- North Korea
- Peoples Republic of China
- Russia
- Venezuela
- Vietnam

H.1.2 Contractor Favorable Investigations

H.1.2.1 Assignment of U.S. Citizen Contractors

Any U.S. citizen prime or subcontractor employee who will deploy to Iraq in conjunction with this contract, regardless of purpose of visit or duration of stay, must have a favorable investigation, no older than 2 years, resulting in issuance of a Final Secret or Top Secret personnel security clearance from Defense Security Service (DSS) or must have a favorable Moderate Risk Public Trust (MRPT) investigation conducted by the Department of State, Bureau of Diplomatic Security. Only employees with current clearances or whose MRPT's are favorably adjudicated will be allowed to travel to Iraq.

For those U.S. citizen prime or subcontractor employees who have been favorably investigated in the last two years and been granted clearances by DSS, the contractor Facility Security Officer will be required to certify employee investigative data to DoS, DS/IS/IND in the form of a VisitAuthorization Request (VAR), submitted to the Bureau of Diplomatic Security, DS/IS/IND, via e-mail to DSINDOBOVARs@state.gov. A copy of the JCAVS Person Summary must be attached to the VAR. Those employees will be cleared for deployment upon receipt of VAR and eCC approval.

MRPT investigation packages for uncleared employees must be submitted to DS/IS/IND at least 80 days prior to proposed deployment of each employee. DS/IS/IND will notify the COR and the contractor of investigation results. Those employees will not be cleared for deployment until favorable results are obtained and eCC approval is received. MRPT procedures are detailed in Attachment L to the contract.

H.1.2.2 Assignment of Non-U.S. Citizen Contractors

Local and other non-U.S. citizen assignments under this contract in Iraq must undergo, and favorably pass, an Investigation conducted by the Iraq Embassy Regional Security Office (RSO). This background investigation will be conducted by the RSO's FSNI (Foreign Service National Investigator). At least sixty days prior to anticipated performance at the post, the prime contractor must submit Full Name (Maiden Name when applicable), Date and Place of Birth, Country(ies) of Citizenship, Citizenship Identification or Passport Number, and brief explanation of proposed position on contract (such as engineer, CADD operator, translator, etc.) with a completed OF-612 form, to the RSO. Contractor will be notified by RSO of investigation results. Upon notification that the prospective local/non-U.S. citizen has received a favorable Investigation, the contractor may report to the embassy to receive badges and begin performance on the contract.

H.1.3 Information Security Requirements

The Contractor must comply with all of the following requirements relating to the protection of U.S. Embassy/Consulate diplomatic personnel, property and compound project information. The Contractor shall cooperate fully in all security matters Sensitive But Unclassified (SBU) and information that may arise relating to this contract.

Contractor personnel may also be exposed to various documents and signs, including Post notices, event schedules, DoS regulations and conversations or announcements relating to the operation of the U.S. Embassy/Consulate and diplomatic personnel. This information should not be shared with anyone not employed by or falling under the protection of the U.S. Embassy/Consulate.

Contractor personnel may be exposed to various documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, and specifications, received or generated in conjunction with this contract. These documents contain information associated with diplomatic facilities for the U.S. Department of State. These documents have been marked with

the handling designations "Unclassified" or "Sensitive But Unclassified" and U.S. Government warnings against reproduction and distribution. These documents require special handling and dissemination restrictions. All handling designations and warnings on original documents must be reproduced on subsequent copies.

The loss, compromise, or suspected compromise or loss of any SBU information, contract related information (personnel files, payroll information, etc.), any post or diplomatic facility related information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs or electronic media storing such information), or ANY information that may adversely affect the security interests of the United States, must be immediately brought to the attention of the Contracting Officer (CO) and Contracting Officer's Representative (COR).

Photographs of any diplomatic overseas building or facility must be authorized in advance by the COR and Regional Security Officer (RSO), who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.-controlled environment by appropriately cleared personnel. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

Transmission of any information marked Sensitive But Unclassified (SBU) or contract/personnel sensitive information, via the Internet, is prohibited. SBU information can be transmitted via ProjNet, mail, FedEx (or other commercial carrier) or fax, or hand carried by authorized contractor personnel.

Discussion of U.S. diplomatic post activities while not on post, to include in homes, hotel rooms, restaurants and all other public places, is prohibited.

Any contact with host or third country nationals that seems suspicious (such as undue curiosity in the contract or contract personnel) shall be reported immediately to the COR and RSO.

The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract that has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

H.2 APPROVAL AND ACCEPTANCE OF CONTRACTOR EMPLOYEES

The Contractor shall subject its personnel in Iraq to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including proof of successful employment during the past three (3) years as well as recommendation(s) from their respective supervisor(s). A police check covering criminal and/or subversive activities, a check of personal residence and a credit investigation is also required. For employees who will operate vehicles in performance of this contract, a Contractor review of the individual's driving record is also required.

The Contractor shall develop a Nomination Package for each employee proposed for duty under this contract. The Nomination Package is comprised of a Nomination Letter (sample provided to awardee Contractor), the Individual Qualification Checklist (sample provided to awarded Contractor), a summary of all suitability investigative records, and the physical examination report. The Nomination Package shall designate the function that the individual is proposed to fill. The packages are to be presented to the COR for review within ten (10) business prior to the date the individual is to report for duty. The Nomination Packages shall be retained by the COR for the life of the contract. The Contractor shall provide the COR with any updates or changes to the information contained in the Nomination Package.

The Contractor shall continue to maintain the Individual Qualification Checklist for each employee throughout the life of the contract. The COR shall conduct random inspections of the checklist to ensure contract compliance. The Individual Qualification Checklist shall be stored in a manner that creates a centralized repository of all the required certifications for all current or former employees. The COR will approve or disapprove the Nomination Package between five to ten (5-10) calendar days after receipt. When the Nomination Package is not approved, the Government will provide the Contractor a brief explanation as to why the Nomination Package was not approved. In the event that the Nomination Package is rejected by the COR, the Contractor will be given an opportunity to correct or supplement the original nomination package for a single resubmission attempt. A second disapproval by the COR shall be brought to the attention of the Contracting Officer, at which point the Contractor can present the nomination request and any new information for a final determination.

The Contractor shall not use any employees under this contract without Government approval. The Contractor shall not bill for employees who have not received approval under this clause. Nomination Letters and Individual Qualification Checklist must be submitted and approved no later than ninety (90) calendar days after full performance begins for contract employees previously approved by the COR. For all new employees, the Contractor shall submit the required nomination package for review and approval before the employee is allowed to begin transition processing for movement to Iraq.

During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within fifteen (15) calendar days after the occurrence of any of these events and provide the information

required below to the Contracting Officer at least fifteen (15) calendar days before making any permanent substitutions.

After the first ninety (90) calendar days of performance, the Contractor may substitute a key person if the Contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor shall provide to the Contracting Officer a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within fifteen (15) calendar days after receiving the required information.

The Government will modify the contract to reflect any changes in key personnel.

H.3 HEALTH

See Section C.6.3 Staff Qualifications for specific health limitations

H.4 LANGUAGE PROFICIENCY

All health care providers and support staff shall be proficient in the ability to speak, write and communicate in English.

H.5 SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT)

In accordance with paragraph (g) of FAR clause 52.225-19, Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States, the contractor shall use Synchronized Pre-deployment and Operational Tracker (SPOT). The Contractor shall enter and maintain current data, including departure data, for all Contractor personnel that are authorized to support a diplomatic or consular mission outside the United States. Data shall be entered for each employee before deployment or, if already in the designated operational area, upon becoming an employee under the contract. Information on how to register in SPOT is available at <http://www.dod.mil/bta/products/spot.html>.

H.6 RESERVED

H.7 TRAINING REQUIREMENTS

The Government may elect to provide onsite unique Government training (e.g. Weapons of Mass Destruction (WMD) training) to contract personnel who are performing services under this contract. If the Government elects to provide such training, the Government will provide such training at no additional expense to the Contractor. When directed by the CO, contract personnel shall attend all such training in a paid status as part of the normal services required and billed under the contract.

See Section C.6.5 Training and Certification for other training requirements.

H.8 DEPARTMENT OF STATE SUBCONTRACTING GOALS

The Department of State's goals are included for reference purposes. The individual small business contracting subcontracting goals must reflect a good faith effort towards ensuring that all segments of the small business community shall have the maximum practicable opportunity to participate in the procurement.

The offeror shall provide a Small, Small Disadvantaged, Woman-Owned Small, HUBZone Small, and Service-Disabled Veteran-Owned Small Enterprise Subcontracting Plan that details its approach to selecting and using Small, Small Disadvantaged, Woman-Owned Small, HUBZone Small, and Service-Disabled Veteran-Owned Small Business Enterprises.

Small Business Goals are based on subcontracting dollars. The percentages are based on Total Subcontracted Dollars, not the total dollar amount of the contract. The Plan must be approved by the DoS Office of Small and Disadvantaged Business Utilization (OSDBU) and will be attached to the contract. Award will not be made to any offeror whose subcontracting plan does not follow the format in FAR 52.219-9.

For the fiscal year FY11*, the Department's subcontracting goals are as follows:

- | | |
|---|-------|
| (1) Goal for subcontracting to Small Business: | 54.3% |
| (2) Goal for subcontracting to Small Disadvantaged Business: | 5% |
| (3) Goal for subcontracting to Woman Owned Small Business: | 5% |
| (4) Goal for subcontracting to HUBZone Firms: | 3% |
| (5) Goal for subcontracting to Service Disabled Veteran-Owned Firm: | 3% |

* Based on FY10 goals. FY 11 goals are not currently available.

H.9 LICENSES, BONDS AND PERMITS

The Contractor shall provide and pay for any official bonds and/or licenses required for the performance of this contract. The Contractor shall obtain all permits, licenses, and appointments required for the execution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws. Failure to be fully licensed by date planned for commencement of contract performance may result in contract termination. The Contractor shall be responsible for application, justification, fees, and certifications for any licenses required by the host

government. Once the contract is awarded, the Embassy will assist the Contractor to obtain permits and licenses as necessary. The Contractor shall request any assistance in writing to the CO.

The Government shall assist the Contractor in obtaining duty free entry permits for materials and equipment required under this contract for custom clearances. The Government shall not be liable if duty must be paid. The Contractor shall assist in the process of obtaining duty free entry permits for all tools, equipment and materials to be used under this contract by submitting to the Contracting Officer:

- A legible copy of the bill of lading,
- A list of items, description, and value, and
- The number of crates or pallets within sixty (60) calendar days in advance of their arrival in the host country.

The Contractor shall bear all costs or delays for duties and taxes unless the Contractor provides supporting documents to show a change in host country law or procedures that occurred after the award of the contract.

H.10 RESERVED

H.11 PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY) INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

H.11.1 Medical Malpractice

The Contractor shall be responsible for having and maintaining institutional malpractice insurance as well as individual malpractice policies for the following categories:

- Physicians
- Nurse Practitioners / Nurse Anesthetists
- Physicians Assistants
- Dentist

The government will not be liable for malpractice allegations against contract HCPs based upon performance of this contract. Evidence of insurance coverage shall be provided to the CO prior to the issuance of a notice to proceed. In accordance with Federal Acquisition Regulation (FAR) clause 52.237-7, the Contractor shall indemnify the Government for any liability producing act or omission by the Contractor, its employees, its contract HCPs, and agents occurring during contract performance. If the Contractor uses a subcontractor in the performance of this contract, the Contractor is required to ensure that its subcontracts for the provisions of health care

services contain the requirements of FAR clause 52.237-7, including the maintenance of medical liability insurance and acceptable tail coverage.

If any suit or action is filed or any claim is made against a contract HCP, which occurred as a result of work performed by the HCP under this contract, the HCP shall immediately notify the Contractor, the CO, and the designated clinic chief and promptly furnish them copies of all pertinent documents received.

H.11.2 Reserved

H.12 ORDERING

H.12.1 Government Requirements

When the Government has a requirement, the Contracting Officer shall notify the Contractor(s) of: (1) the work to be performed; (2) the desired performance period and (3) any other information considered to be of assistance to the Contractor in preparing a proposal. The task order proposal request (TOPR) may be written or oral, and may be transmitted by any means including mail, Internet, e-mail, telephone, fax or face-to-face. The standard method of transmission however, shall be e-mail. The TOPR shall not obligate the Government to issue task orders under this contract, nor shall it authorize the Contractor to perform any work pursuant to such requests for proposal prior to the Contractor's receipt of an authorized task order.

H.12.2 Pricing

Proposals shall be to the extent possible submitted on a Firm Fixed Price Basis. Therefore, the contractor should include all direct and indirect costs in the price for each performance period.

- 1) Firm Fixed Price (FFP) CLINs. The task order proposal will specify the personnel who will provide the required services, the estimated number of hours each person will work and the exact fully-burdened hourly rates to be charged. The Contractor shall work closely with the Government in monitoring the burn rate of these task orders to ensure adequate funding is available to meet task order requirements.
- 2) Travel. This is a cost reimbursement type CLIN. Contractor employees will be required to travel to and from the Republic of Iraq in the performance of task orders. Definitive travel requirements will be proposed in each task order proposal. If labor is firm-fixed-price, the negotiated fixed fee is an allowable cost. If labor is time-and-materials, no fee will be allowed.
- 3) Other Direct Costs (ODCs). This is a cost reimbursement type CLIN. When ODCs are required, the Contractor's proposal shall clearly indicate the items required, the corresponding cost, an explanation of why the materials are necessary and evidence of how the material costs were determined. If the proposed labor costs are firm-fixed-price, the proposal may include a fixed fee for DBA. For time-and-materials, no fee is authorized on ODCs. Applicable indirect costs are allowable.

- 4) Defense Base Act Insurance (DBA). If the proposed labor costs are firm-fixed-price, the proposal may include a fixed fee for DBA. For time-and-materials, no fee is authorized on DBA Insurance. Applicable indirect costs are allowable. The DBA Premium will be determined on a Task Order Basis. The contractor shall provide an updated copy of the insurance coverage with each order awarded under this contract. The contractor shall pay the rates in effect at the time the order is issued.

H.12.3 Task Order Proposal and Task Order Award

The Task Order Proposal Request will include (at a minimum):

- 1) Date of order
- 2) Description of services
- 3) Type of CLIN(s) to be used
- 4) Government Furnished Property (if any)
- 5) One or more objective measure(s) used to assess the contractor's task order performance
- 6) Any other pertinent data

H.12.4 Proposal Information

The following information shall be contained in all proposals:

- 1) Labor category(ies), skill levels and number(s) of personnel performing on each task
- 2) Rationale why each labor category, skill level and number of personnel is necessary to perform the task order to include knowledge and expertise required.
- 3) The number of productive (not including paid time off) hours to be worked by each individual with rationale.
- 4) Proposals will be assumed by the Government to meet minimum requirements specified in the TOPR. Proposals stating that the contractor will exceed the minimum requirements or Government performance objectives in the TOPR may be incorporated into the resulting Task Order minimum requirements.
- 5) An overall discussion of the Contractor's management approach and proposed technical solution, especially for unique requirements.
- 6) Identification of any unique Government furnished property/materials/data required for performance if not already identified in the RFP.
- 7) Comprehensive list of equipment and material required for task order performance, plus other ODCs, if applicable.
- 8) Additional information as required by the task order solicitation.

H.12.5 Task Order Evaluation and Award

Upon receipt of the proposal, the Contracting Officer and the requiring activity will analyze the proposal and, based upon discussion with the contractor, issue a task order. Evaluation of the proposal will be based on a) responsiveness to the requirement, and b) necessary and sufficient resources to support the Contractor's technical approach. Proposals will be assumed by the

Government to meet minimum requirements specified in the TOPR. Proposals stating that the contractor will exceed the minimum requirements or Government performance objectives in the TOPR may be incorporated into the resulting Task Order minimum requirements.

H.13 GOVERNMENT FURNISHED PROPERTY AND SUPPORT SERVICES

The government will provide the health care facilities, housing, and service support except as indicated in this PWS. Health care facilities will be sufficient in size to meet the staffing requirements, but may not have an abundance of space for warehousing more than 60 days of supplies to support the facilities. HU and DSH facilities will vary slightly in size and configuration depending on the location. The Government will provide housing for health care facility staff. The Contractor is responsible for the international transportation of their staff, equipment and supplies to support the requirements of this PWS. The Government will provide in-country transportation support of personnel through other support contracts. The Government will provide life support services (food, water, sewage, electricity) through other contracts except as indicated in this PWS. Fire, rescue and EMT services within the Embassy compounds will be provided under separate contract.

The Contractor shall physically inventory all Government Furnished Property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting, and reconciling the property with written records.

The Contractor shall follow the inventory practices prescribed in FAR 52.245-1, Government Property. The Contractor shall submit a Preliminary Inventory Report prior to the end of the Transition Period. Upon receiving the Notice-to-Proceed, the Contractor shall have thirty (30) days to inspect the property and issue a Final Property Report prior to acceptance. A final inventory shall be conducted at the completion or termination of the contract as directed by the CO. Unless approved in advance by the CO, personnel other than those who maintain the property records or who have custody of the property shall conduct the inventory. The Contractor shall establish and maintain a property management system that is in accordance with FAR 52.245-1 Government Property Clause. Government Furnished Property, Government Property, and Contractor Acquired Property are all defined in FAR 45.101.

The Government shall hold a pre-inventory meeting with the Contractor to discuss property locations and review the layout of areas to be inventoried and establish an orderly movement through locations to avoid property being overlooked. The meeting shall discuss property condition codes used and how to apply them. The Contractor shall ensure that all property record data remains current and accurate. The inventory process shall be conducted in accordance with the requirements of the Foreign Affairs Handbook (FAH) 14-1 H-620, titled Inventory Requirements for Department and Field Offices. A copy of the FAH can be provided to the Contractor by request to the CO or COR or, alternatively, is available on the internet.

H.14 AVAILABILITY OF GOVERNMENT FURNISHED PROPERTY

The Government acknowledges that the Contractor will need to know what Government Furnished Equipment and Supplies are available. However, that information will not be available until after award of the basic contract. Offerors are therefore asked to propose, at the task order level, what equipment and supplies will be needed for their service delivery model. Cost Proposals will not be evaluated on ODC costs but, rather, on the proposed mark-up rate (G&A, overhead, handling charges, and/or other indirect costs pools, as specified in the contractor's accounting system.) The proposed ODC list will demonstrate Offerors' understanding of the technical requirements.

H.15 PRE-DEPLOYMENT TRAINING REQUIREMENTS

U.S. Contractor personnel shall complete a two week pre-deployment course analogous to the Foreign Affairs Counter Terrorism (FACT) training program. The training will be completed prior to travel to Iraq for work on this contract. The training is mandatory for all U.S. citizens, regardless of country of residence, both prime and subcontractor personnel, who will be in Iraq for 30 days or more. Pre-deployment training will be reimbursed for training costs, travel and labor. Labor rates shall be base rates, with no Hardship or Danger Pay adjustment.

H.16 TRAVEL

The Government will reimburse the Contractor for travel and subsistence costs when the Government requires the Contractor's services outside the metropolitan area(s) designated as a part of this contract. All travel under this clause must be approved by the COR in advance. Prior to any long distance travel, the Contractor shall prepare a Travel Authorization Request for Government review and approval. The Contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

H.16.1 Travel -- Allowable Costs

- 1) Travel under this contract is generally defined as Contractor air and ground transportation, Contractor lodging, and Contractor meals and incidental expenses. The Contracting Officer may identify additional elements at the task order level.
- 2) Travel shall be allocated as an Other Direct Cost (ODC) under firm-fixed-price and cost-reimbursement arrangements (i.e., CLINs or task orders), or as a Material under time-and-materials arrangements.
- 3) Except as otherwise provided herein, the Contractor shall be paid at the task order level for its allowable travel costs in accordance with FAR 31.205-46.
- 4) Travel must be directly related to and be required for performance of the contract. In no event shall costs associated with employees commuting be payable as a direct cost under this contract.

- 5) Under cost-reimbursement and time-and-materials arrangements, the Contractor shall include, by the following cost elements, a breakdown of all authorized travel costs as an attachment to each invoice where travel costs are identified: CLIN, Labor Category, Traveler Name, Title of Traveler or Relationship of Traveler to Contractor, Purpose of Trip, Dates of Travel, Origin, Destination, Airfare, Lodging, Meals and Incidental Expenses, Ground Transportation, Parking, and Tolls.
- 6) Travel costs are authorized only for travel beyond a 50-mile radius of the Contractor employee's local place of performance (official duty station) whenever a task order requires work to be accomplished at a remote work site. No travel costs (or associated labor time during travel) shall be paid for work performed at a Contractor's local office or any other work site within a 50-miles' radius of the Contractor employee's local place of performance (official duty station). No travel costs (or associated labor time during travel) shall be paid for telecommuting beyond (or within) a 50-miles' radius of the Contractor's local place of performance (official duty station) unless the task order solicitation and task order stipulates to the contrary.
- 7) Costs when using a privately owned vehicle for official travel are allowable provided that such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train). Reasonable associated costs, such as tolls and parking fees, are also generally allowable. The Contractor shall submit, in its task order proposal (for a firm-fixed-price arrangement) or as an attachment to its invoice (for a cost-reimbursement or time-and-materials arrangement), evidence to support the reasonableness of privately owned vehicle costs.
- 8) When traveling in a privately owned vehicle (POV) for official travel, the Contractor shall be paid for mileage costs at a rate that does not exceed the POV mileage rate established by the Internal Revenue Service.
- 9) Costs for car rentals for official travel are allowable provided that: such rentals are consistent with good business practice; such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train); and such costs do not exceed the actual cost of renting a compact automobile (maximum of one automobile for four Contractor personnel), unless extenuating circumstances (e.g., excess baggage) require other arrangements and subsequent Contracting Officer approval is obtained. Reasonable associated costs, such as tolls and parking fees, are also generally allowable.

- 10) The Government will pay the Contractor for Contractor employee's travel time to or from authorized work locations as defined in the individual task order.
- 11) After task order award under cost-reimbursement and time-and-materials arrangements, travel must be authorized in advance by the Contracting Officer's Representative or Government Technical Monitor.
- 12) The Contractor shall be responsible for ensuring that all personnel who will be required to travel outside the United States have a current and valid official passport. The Contractor shall be responsible for obtaining any visas required for travel to foreign countries under this contract. The Contractor's costs for obtaining and maintaining passports and/or visas shall be allowable, and recovery of such costs will occur as an ODC or Material at the task order level; however, the Contractor shall pro-rate equitably such costs if they will benefit cost objectives (e.g., contracts) other than this cost objective. The Government shall not pay fees for expedited passport and/or visa processing unless the Contractor receives advance written approval by the Contracting Officer.
- 13) If work under this contract will be performed at the Government site at the Department of State main building, 21st and Virginia Avenue, NW, Washington, DC 20520, or other State Annexes in the metropolitan Washington, DC area, daily commuting time and expenses between the Department of State site and some other location, such as a home office, shall not be allowable costs under this contract. However, commuting time and expenses between the Department of State site and some other location, such as a home office, shall be allowable when performing occasional official business (e.g., to attend a meeting at the Department of State site).
- 14) Pursuant to FAR 47.402, 47.403, and the Fly America Act, the Contractor is required to use a U.S.-flag air carrier service unless specific conditions exist. If such conditions exist under a firm-fixed-price arrangement, the Contractor shall submit with its task order proposal a memorandum explaining why it does not intend to use a U.S.-flag air carrier service. Inclusion of such costs in the negotiated firm-fixed-price is contingent upon Government acceptance of such explanation. However, if such conditions exist under a cost-reimbursement or time-and-materials arrangement, the Contractor shall submit with its voucher a memorandum explaining why it did not use a U.S.-flag air carrier service. Reimbursement is contingent upon Government acceptance of such explanation.
- 15) If labor is firm-fixed-price, the negotiated fixed fee is an allowable cost. If labor is time-and-materials, no fee will be allowed. Allocable overhead and G&A are allowable, in accordance with the Contractor's accounting system.

H.16.2 Content of Travel Authorization Requests

Requests for travel shall be submitted to the COR in advance of the travel with sufficient time to permit review and approval and shall contain:

- Date, time and points of departure;
- Destination, time and dates of arrival;
- Name of each Contractor employee and position title;
- A description of the travel proposed including a statement as to purpose;
- The task order number;
- The CLIN(s) and task order associated with the travel;

H.17 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

The Contractor shall comply with the Department of State (DoS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DoS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(End of clause)

H.18 TECHNICAL DIRECTION

1) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative(s) specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

- a. Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Performance Work Statement.
- b. Guidance to the Contractor which assists in the interpretation of drawings, specifications or technical portions of work description.

2) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:

- a. Assign additional work or reduce work under the contract.
- b. Direct a change as defined in the "Changes" clause of this contract.
- c. Increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance.
- d. Change any of the terms, conditions or specifications of the contract.

3) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within seven (7) calendar days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction

unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

4) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement that is not affected by the disputed technical instruction.

H.19 SAFEGUARDING OF INFORMATION

The Contractor, its employees, and subcontractors shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract that has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer.

1) All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no information, article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media (including the internet) without the prior written authorization of the Contracting Officer.

2) These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H.19.1 Restricted Distribution of Documents

1) The Contractor, its employees, and subcontractors may be provided access to documents deemed Sensitive by the Government. Access to these documents shall be limited to members contract team on a need to know basis. The Government may limit the number of hard copies and prohibit electronic copies of such Sensitive documents. These documents shall be used only on this contract and shall not be used on any other contract or given or sold to another company person(s) or entity.

2) The Contractor, its employees, and subcontractors shall exercise the utmost discretion in regard to all matters relating to these documents. They shall not communicate to any person any information known to them because of their access to the above referenced documents. These documents are for use on this contract and are the exclusive property of the U.S. Government. Furthermore, no information, article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of these documents shall be copied, reproduced, published or disseminated through any media or the internet.

3) The above does not cease upon submission of the Contractor's proposal, notice of being an unsuccessful offeror, or the expiration or termination of the contract which is the result of this

solicitation. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

4) The documents referenced in this section shall be stored in a separate locked, secured container.

5) Within 20 days of the expiration or termination of this contract, the above referenced documents shall be returned to the Department of State, Bureau of Diplomatic Security, Office of Overseas Protection, SA-20, 16th Floor, 1801 N. Lynn Street, Arlington, VA 22209. ATTN: Chief, Contracts Support Branch. The package shall reference the contract number as indicated on this document. Furthermore, the Contractor shall certify it has not made any copies or distributed this information to any person or entity.

H.19.2 Media Relations

The Contractor shall not respond to any media inquiries. All inquiries and complaints from the media, third parties, private or public agencies shall be immediately relayed to the COR. There shall be no interviews, comments, or any other response without the prior knowledge and approval by the Embassy Public Affairs Officer (PAO).

The Contractor shall advise all employees and subcontractors of its established policy and guidelines for dealing with media, press and other inquiries about the company's customers, business, and other information deemed important and/or business sensitive. A copy of the company's media relations policy as well as that of any subcontractor shall be provided within 10 days after contract award. The Contractor shall provide a copy of their media policy to the CO and COR anytime it changes.

H.19.3 Confidentiality of Information

Unless otherwise specified, all financial, statistical, personnel, and/or technical data that are furnished or otherwise available to the Contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of health care services under this contract. The Contractor shall not release any of the above information without prior written consent of the CO. The Contractor/contract HCPs shall not use patient care rendered pursuant to this contract as part of a study, research project, or publication. The contract HCPs shall prepare medical records, forms and documents as required, in accordance with the guidelines listed in the contract.

Contract HCPs shall abide by federal and local regulations and requirements concerning the nature of limited privileged communication between patients and the HCP as necessary for security and personnel reliability programs. They shall also abide by federal and DoS regulations concerning the confidentiality of patient records, as embodied in federal statutes including the Privacy Act of 1974 and the HIPAA of 1996. All regulations referenced are available for review from the COR, the RMO or the CO. All medical records and reports will remain the property of the Government.

H.20 STANDARDS OF CONDUCT

The Contractor shall maintain satisfactory standards of employee and subcontractor competency, conduct, cleanliness, appearance, and integrity. The Contractor shall take any necessary disciplinary action for its employees and subcontractors. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the Government. Guards must at all times use politeness and courtesy when dealing with visitors to the Government's offices and residences. The Contractor shall notify the COR of proposed disciplinary actions 24 hours in advance. In addition, the Government reserves the right to direct the Contractor to remove an employee or subcontractor from the work site for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee or subcontractor to maintain continuity of services at no additional cost to the Government.

H.21 CONFLICT OF INTEREST

The Contractor or contract HCPs shall not bill the patient for services rendered under this contract. The Contractor or contract HCPs shall not request or accept compensation of any kind for patients treated, procedures performed or any other actions performed, except under the terms and conditions of this contract, at the rate specified.

The Contractor or contract HCP shall not use Government facilities, supplies, or equipment in private practice of for any purpose other than providing the health care services required under this contract.

H.22 DATA RIGHTS

All products purchased or programs developed under this contract become the exclusive property of the government and shall be used by the Department without restriction or further consideration.

H.23 ASSOCIATE CONTRACTOR AGREEMENTS

The Contractor shall cooperate or otherwise jointly participate in working on task orders/contracts or other projects that cross various Government contract projects by sharing information, data, technical knowledge, expertise, or resources with other contractors to achieve program goals and objectives. The Associate Contractor Agreement Clause, included in this contract and applicable to all task orders, is intended to ensure that there will be appropriate coordination and integration of work, prevent unnecessary duplication of services, and ensure compatibility of services.

1) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the task order requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the Department's Medical Support Services Iraq, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract/task order. The agreements shall

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provide for the timely, free and direct exchange of information and data necessary to the performance of this contract/task order and shall be structured to ensure effective communication between counterparts at all levels from the senior corporate management to working technical staff. Associate contractors are listed in 7) below.

2) ACAs shall include the following general information:

- a) Identify the associate contractors and their relationships.
- b) Identify the program involved and the relevant Government contracts/task orders of the associate contractors.
- c) Describe the associate contractor interfaces by general subject matter.
- d) Specify the categories of information to be exchanged or support to be provided.
- e) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
- f) Include the expiration date (or event) of the ACA.

3) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.

4) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

5) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

6) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

7) The following contractors are associate contractors with whom agreements are required:

Contractor	Address	Program /
Contract		
(TBD)		

H.24 PROCUREMENT INFORMATION BULLETIN (PIB) 2007-21, CONTRACTOR HELD GOVERNMENT PROPERTY REQUIREMENTS

Contractor shall comply with Procurement Information Bulletin (PIB) 2007-21, Contractor-Held Government Property Requirements (copy attached).

H.25 PROVISION 01INV DEPARTMENT OF STATE INVOICING INSTRUCTIONS (AMENDMENT 01)

Provision 01INV Department of State Invoicing Instructions have been updated. Pertaining to the Unique Vendor Invoice Number, contractor is instructed NOT to use the following special

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characters: @, ~, &, ' , " , or spaces in their invoice numbers to prevent invoice and billing issues in GFMS.

H.26 CHARGING FOR EMBASSY AIR-IRAQ FLIGHTS

1) TRAVEL CHARGES. In accordance with Staff Notice Embassy Baghdad, Number 011-414, Subject: Charging for Embassy Air-Iraq Flights (October 19, 2011); beginning November 1, 2011, a Travel Authorization (TA) with fiscal data will be required in order to make a reservation on an EA-I flight between Baghdad and Amman or Kuwait. Flights will be charged against the Travel CLIN under the contract base year and each option year thereafter.

2) INVOICING. Government will not be responsible for cost of R&R flights for those personnel who do not return to duty. Contractor will be responsible for tracking R&R exits from and returns to theater.

- a. Contractor will invoice after invoice is received from Embassy Air.
- b. If one or more personnel from a previous month(s) do not return to duty, the amount charged against the Travel CLIN for their R&R travel is to be credited against current charges for Other Direct Costs.
- c. Contractor will report quarterly on allowable and unallowable costs, including R&R flight costs incurred and return dates for personnel covered.

3) CHANGES. In accordance with the Changes Clause; FAR 52.243-1 Alt II, 52.243-2, and 52.243-3; the above directions may be changed by email from the Contracting Officer. Such changes will be incorporated into the next modification of this contract.

H.27 USE OF LOCAL IRAQI SUBCONTRACTORS AND EMPLOYEES (LNS) AND THIRD COUNTRY NATIONAL (TCN) WORKERS

Section J, Attachment G. The Contractor must submit information detailed in Attachment G, Vetting Requirements for Local Nationals and Third Country Nationals, for proposed local Iraqi prime contractor and subcontractor employees (LNs) and third country nationals (TCNs) at all tiers. The information must be provided to the COR, for endorsement by the COR and approval of RSO (Regional Security Officer), prior to any LN or TCN accessing any Government compound or facility. Requests for use of LNs or TCNs on the compound must clearly indicate whether they will require unescorted or escorted access and their job duties. No access will be granted to the compound in any capacity until RSO has completed the appropriate investigation and approved temporary or permanent, escorted or unescorted, access and issued the appropriate badge.

Denial of Access. The USG reserves the right to deny access to contractor employees or agents at any time without cause. [Applicable to firm fixed price task orders: Personnel not meeting USG vetting process shall be replaced by the Contractor at no additional cost to the USG.]

Personnel Security: This contract will not require any personnel with security clearances and does not have a DD Form 254; however, all personnel must be knowledgeable of the security

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requirements of the post. The contractor shall provide all staff (prime or subcontractors) with security briefings regarding policies and procedures commensurate with level of access required for contract performance and as determined by the COR.

Adherence to Security Policies and Regulations: All persons granted access to Government premises in connection with performance of this contract shall be subject to Federal laws and Department regulations and policies as well as post regulations and/or policies relating to contracts with critical threat country nationals; marriage, equivalent bonds or cohabitation with foreign nationals; exploitation by a foreign entity; and the safeguarding, disclosure, storage, transmission and handling of classified information.

Adherence to Foreign Service Post Rules and Regulations. The rules and regulations of the Post where services as performed shall apply to the Contractor's personnel while on the premises. The regulations include but are not limited to:

- (1) Presenting valid identification of entrance,
- (2) Obtaining and using any required vehicle passes for all Contractor-owned and/or privately owned vehicles,
- (3) Obeying all posted directives including curfews when imposed,
- (4) Providing strict adherence to direction of post security officers in instances where they have been dispatched to particular location(s), and,
- (5) Following established post contact reporting policy as mandated by the Ambassador.

H.28 CHANGE IN SITE NAMES: SATHER PROGRAM MANAGEMENT OFFICE, SHIELD HEALTH UNIT, AND NEW EMBASSY COMPOUND

Applicable to the basic contract and all task orders and modifications thereto, the names of the following geographical locations have been changed as indicated:

DELETE

ADD

Shield Health Unit

Baghdad Police Academy (BPA) Annex Health Unit

Sather PMO

Baghdad Diplomatic Support Center (BDSC) PMO

New Embassy Compound

Chancery Compound

H.29 INCORPORATION OF PREVIOUS ATTACHMENTS

All attachments incorporated into SAQMMA11D0073 by previous contract actions and not deleted are hereby incorporated into this modification (i.e., Modification 005). Attachments amended by modification remain amended.

H.30 ATTACHMENT A-LABOR CATEGORIES X HOURLY RATES X YEAR (AMENDMENT, SEPT. 2012)

Attachment A-Labor Categories x Hourly Rates x Year is deleted in its entirety and replaced with the attached Attachment A – Labor Categories x Hourly Rates x Year (Amendment, Sept. 2012).

H.31 DEFENSE BASE ACT CHANGES EFFECTIVE 28 AUGUST 2012

Effective July 22, 2012, the Department of State does not have a Department-wide contract for DBA insurance. Contractors may continue using DBA policies until they expire. Contractors requiring new DBA insurance may purchase new insurance policies directly from any DOL approved insurance provider. Approved providers can be found at the Department of Labor website <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>; and the following DOSAR provisions and clauses are suspended until further notice:

DOSAR 628.305 Overseas worker's compensation and war-hazard insurance, paragraph (c);
 DOSAR 652.228-70 Defense Base Act-Covered Contractor Employees, paragraph (d);
 DOSAR 652.228-71 Worker's Compensation Insurance (Defense Base Act) Services, paragraph (b), (c), (d), (e), (f) and Alternate I; and
 DOSAR 652.228-74 Defense Base Act Insurance Rates – Limitation-Fixed Price (entire clause).

The above changes are applicable to all task orders awarded under SAQMMA11D0073. (Reference Contracting Officer direction dated 10 August 2012.)

H.32 USE OF THE SYNCHRONIZED PRE-DEPLOYMENT OPERATIONAL TRACKER (SPOT)

Per the National Defense Authorization Act of 2008: the Department of State, the Department of Defense, and the United States Agency for International Development, designated SPOT as a common database to serve as a repository of information on contracts in Iraq and Afghanistan and for contractor personnel in Iraq and Afghanistan (see FAR clause 52.225-19). Information on how to register in SPOT is available at <http://www.resource.spot-es.net/>.

Upon award or modification of this term into the contract, the contractor shall ensure that every employee, including subcontractor personnel, performing work in Iraq or Afghanistan, are entered into the SPOT database. The data required includes:

- Entering the individual (US Citizen and Third Country National) into the SPOT database and requesting the Letter of Authorization (LOA); in addition to entering the Iraqi/Afghan National and entering deployment information (No LOA needed for Local Nationals);
- Setting the “in-theater” date for all employees in country (Iraq or Afghanistan) so the deployment shows as active in the database;
- Updating the LOA records within 7 days if an individual is killed or wounded; and
- Closing the deployment within 7 days of the individual leaving theater.

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The government will provide the following checked services to the contractor(s) that need life support under this contract (if authorized, these services will be approved on an individual basis by the Contracting Officer on the LOA):

IRAQ

Department of State Embassy or Consulate Provided Services:

- ☒ Billeting – government lodging facilities
- ☐ Dining Facilities (DFACS)- (at contractor/company expense)
- ☒ Government Furnished Meals – government provided meals
- ☒ Morale, Welfare and Recreation (MWR) – access to government provided MWR services
- ☐ Dependents Authorized – permission for dependents to accompany
- ☒ Resuscitative Care – government provided resuscitative care (if required)
- ☒ Diplomatic Post Office (DPO)- Authorized Use of DPO
- ☒ Embassy Air- authorized use of Embassy Air (at contractor/company expense)
- ☐ Authorized Weapon
- ☒ Local Access Badge

Department of Defense Provided Services:

- ☒ Billeting – government lodging facilities
- ☐ Dining Facilities (DFACS)- (at contractor/company expense)
- ☐ Mil Clothing – access to government clothing facilities
- ☐ Mil Issued Equipment – authorization for use of OCIE
- ☒ Commissary – access to government grocery services
- ☐ Army Post Office / Fleet Post Office / Military Post Office (APO/FPO/MPO) Postal Services – government provided postal services
- ☒ Common Access Card (CAC)– authorized issuance of a CAC for facility and computer access
- ☒ Contractors Authorized to Accompany the Force (CAAF) – grants protected status in accordance with international conventions (Geneva and Hague conventions); allows routine/recurrent access to U.S. controlled facilities as primary duty location; generally recognizes contractor is subject to the rights and restrictions of U.S. law (particularly regarding matters/orders related to force protection, security, safety, and general welfare)
- ☒ Mil Banking – access to government provided banking facilities
- ☒ Mil Exchange – access to government provided exchange facilities
- ☐ Milair – authorization to travel on government aircraft
- ☒ Fuel Authorized – access to government provided fueling facilities
- ☒ Excess Baggage – government authorization for additional baggage

H.33 ARTICLE VIII STANDARDS OF CONDUCT

The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct, including non-compliance during travel status. Upon written direction of the COR or Contracting Officer, the Contractor shall

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immediately replace an employee to maintain continuity of services at no additional cost to the Government.

If a contract employee or subcontractor employee is removed from the contract for cause, DS/IS/IND will be notified by the COR. If the employee holds a clearance or public trust determination issued by the Department of State, an adverse information report will be provided to the Office of Personnel Security and Suitability (PSS). For those who possess a Top Secret or Secret personnel security clearance issued by the Department of Defense, an adverse information report will be completed and forwarded to the Defense Industrial Security Clearance Office (DISCO). If the Contractor or Subcontractor submits an adverse information report to DISCO, a copy must be forwarded to DS/IS/IND.

All contract and subcontract personnel, to include supervisors, must sign an acknowledgement form that they have read, understood and will abide by the Standards of Conduct as contained in this section. Failure to do so may result in removal from the contract.

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SECTION I – CONTRACT CLAUSES

I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far> or <http://farsite.hill.af.mil/search.htm>
(End of clause)

Clause	Title
52.202-1	Definitions (July 2004)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (Oct 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (Jan 1997)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (Sep 2007)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)
52.204-3	Taxpayer Identification (Oct 1998)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Apr 2008)
52.204-9	Personal Identity Verification of Contractor Personnel. (Sept 2007)

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Clause	Title
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)
52.209-5	Certification Regarding Responsibility Matters (Apr 2010)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006)
52.209-7	Information Regarding Responsibility Matters (Apr 2010)
52.209-8	Updates of Information Regarding Responsibility Matters (Apr 2010)
52.211-11	Liquidated Damages—Supplies, Services, or Research and Development (Sep 2000) (\$500 plus dollar value of proposed labor hours not delivered)
52.211-5	Material Requirements (Aug 2000)
52.215-1	Instructions to Offerors—Competitive (Jan 2004)
52.215-2	Audit and Records—Negotiation (Oct 2010)
52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Oct 2010)
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Oct 2010)
52.215-14	Integrity of Unit Prices (Oct 2010)
52.215-16	Facilities Capital Cost of Money (Jun 2003)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) (if applicable)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010) (Alt III and Alt IV)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Oct 2010) (Alt III)
52.215-22	Limitation on Pass Through Charges—Identification of Subcontract Effort (Oct 2009)
52.215-23	Limitations on Pass-Through Charges (Oct 2009)
52.216- 7	Allowable Cost and Payment (Dec 2002)
52.216-18	Ordering (Oct 1995) (insert “date of award” and “end of performance period”)
52.216-19	Order Limitations (Oct 1995)
52.216-22	Indefinite Quantity (Oct 1995) (insert “one year from end of performance period”)

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Clause	Title
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements - Non-Commercial Item Acquisition With Adequate Price Competition (Feb 2007)
52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-9	Small Business Subcontracting Plan (Jul 2010)
52.219-14	Limitations on Subcontracting (Dec 1996)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-19	Child Labor — Cooperation with Authorities and Remedies (Jul 2010)
52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)
52.222-38	Compliance with Veterans' Employment Reporting Requirements (Dec 2010)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (Feb 2000)
52.225.19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)
52.227-14	Data Rights, General and Alternate III (Dec 2007)
52.228-3	Worker's Compensation Insurance (Defense Base Act) (Apr 1984)
52.228-5	Insurance - Work on a Government Installation (Jan 1997)
52.229-6	Taxes---Foreign Fixed-Price Contracts (June 2003)
52.229-8	Taxes—Foreign Cost Reimbursement Contracts (Mar 1990)
52.230-1	Cost Accounting Standards Notices and Certification (Oct 2008)
52.230-2	Cost Accounting Standards (Oct 2010)
52.230-3	Disclosure and Consistency in Cost Accounting Practices (Oct 2008)
52.230-4	Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns (Jun 2010) (IF APPLICABLE)
52.230-6	Administration of Cost Accounting Standards (Jun 2010)
52.232-1	Payments (Apr 1984)
52.232-7	Payments under Time-and-Materials and Labor Hour Contracts (Feb 2007)
52.232-8	Discounts For Prompt Payment (Feb 2002)
52.232-11	Extras (Apr 1984)

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Clause	Title
52.232-17	Interest (Oct 2010)
52.232-18	Availability Of Funds (Apr 1984)
52.232-22	Limitation Of Funds (Apr 1984)
52.232-24	Prohibition of Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2008)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)
52.233-1 Alt I	Disputes (July 2002) (Alternate I (Dec 1991))
52.233-2	Service of Protest (Sep 2006) (See Sec G.1)
52.233-3	Protest after Award (Aug 1996)(Alternate I (Jun 1985))
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-1	Site Visit (Apr 1984)
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.237-7	Indemnification and Medical Liability Insurance (Jan 1997) fill in: Malpractice Insurance—for non-surgeon doctors, nurse practitioners, and physicians assistants, \$1 million/\$3 million (per occurrence/total)
52.237-8	Restriction on Severance Payments to Foreign Nationals (Aug 2003)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-13	Bankruptcy (July 1995)
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987)- Alternate II (Apr 1984)
52.243-2	Changes--Cost Reimbursement (Aug 1987)
52.243-3	Changes--Time-and-Material or Labor-Hours (Sept 2000)
52.244-6	Subcontracts for Commercial Items (Oct 2010) add: or the COR shall give written notice of any defect or nonconformance to the contract within 30 days of detecting the defect.
52.245-1	Government Property (Aug 2010)
52.245-2	Government Property Installation Operation Services (Aug 2010)
52.245-9	Use and Charges (Aug 2010)
52.246-17	Warranty of Supplies of a Noncomplex Nature (Jun 2003)
52.246-18	Warranty of Supplies of a Noncomplex Nature (Jun 2003)
52.246-20	Warranty of Services (May 2001)
52.246-25	Limitation of Liability—Services (Feb 1997)
52.247-63	Preference for U.S. Flag Air Carrier (Jun 2003)
52.248-1	Value Engineering (Oct 2010)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (May 2004)
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) —Alternate IV (Sept 1996)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)

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Clause	Title
52.249-14	Excusable Delays (Apr 1984)
52.251-1	Government Supply Sources (Aug 2010)
52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)

I.2 FAR CONTRACT CLAUSES IN FULL TEXT

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of end of performance period.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of end of performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days *before* the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.222-50 Combating Trafficking in Persons (Feb 2009)

(a) *Definitions.* As used in this clause –

"Coercion" means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process."Commercial sex act" means any sex act on account of which anything of value is given to or received by any person."Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt

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or the length and nature of those services are not respectively limited and defined. "Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person –

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of –

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means --

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and Contractor employees shall not --

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall --

- (1) Notify its employees of -- (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of --

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

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(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in-

-
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (5) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies.

Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

52.232-19 Availability Of Funds For The Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond the date of award. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond (to be determined),

(End of clause)

52.237-3 Continuity Of Services (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to:

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

- (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and
- (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject

to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

I.3 DOSAR CONTRACT CLAUSES IN FULL TEXT

652.225-71 SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden compliance with the boycott, and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1) through (6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

DOSAR 652.228-70 Defense Base Act — Covered Contractor Employees

Offerors are advised that "task order" replaces "contract" in DOSAR 652.228-70.

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

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Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third country nationals: _____
(4) Local nationals or third country nationals where performance takes place in a country where there <i>are</i> local worker's compensation laws		Local nationals: _____ Third country nationals: _____

- (b) The contracting officer has determined that for performance in the country of Iraq:
 () Workers' compensation laws exist that will cover local nationals and third country nationals.
 (X) Workers' compensation laws do not exist that will cover local nationals and third country nationals.
- (c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.
- (d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates — Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (JUN 2006)

- (a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered Contractor employees" includes the following individuals:
- (1) United States citizens or residents;
 - (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
 - (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

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(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered Contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award, if applicable. (c) The current rate under the Department of State contract is \$3.60 per \$100.00 of compensation for services. (d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts. (e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly. (f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc. (g)(1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

- (i) Contract number;
- (ii) Name of Contractor;
- (iii) Brief description of the services to be provided under the contract and country of performance;
- (iv) Name and position title of individual(s);
- (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
- (vi) Dates (or timeframe) of performance at the overseas location; and,
- (vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

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(End of clause)

652.232-72 LIMITATION OF FUNDS (AUG 1999) (*applicable at the task order level*)

(a) Only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the Contractor more than the amount obligated pursuant to this clause. The Contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)

(1) It is contemplated that funds now obligated under this contract will cover the work to be performed until **(to be determined)**.

(2) If the Contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the Contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.

(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the Contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The Contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.

(e) If the Contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.

(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE
(APR 2004)

(a) The Department of State observes the following days as holidays:

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New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the Contractor is compensated for services provided.

(e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any 'Excusable Delays' clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE - ALT I (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed, or will obtain such authorization before performance of this contract begins;

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(2) That it has obtained all necessary licenses and permits required to perform this contract, or will obtain such licenses and permits before performance of this contract begins; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

(End of clause)

652.245-71 SPECIAL REPORTS OF GOVERNMENT PROPERTY (FEB 2015)

(a) *Definitions.* As used in this clause:

“Disposition” means government property that has been removed from use on the contract.

“Highway motor vehicle” means any vehicle, self propelled or drawn by mechanical power, designed and operated principally for highway transportation of property or passengers. (41 CFR 102-34.35).

(b) The Contractor shall establish and maintain a property management system that is in accordance with the clause at FAR 52.245-1, Government Property. This clause supplements these requirements by specifying the U.S. Department of State capitalized property reporting requirements.

(c) The Contractor shall submit electronically one report on an annual basis and three other reports on a quarterly basis for the following:

- (1) Where highway motor vehicles or aircraft, regardless of cost, are provided by the Government or acquired by the Contractor for the account of the Government;
- (2) Where software exceeding \$500,000 in value, including labor cost to develop, is provided by the Government or acquired by the Contractor for the account of the Government; or

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- (3) Where personal property greater than \$25,000 (not in paragraph (c)(1) of this clause) is provided by the Government or acquired by the Contractor for the account of the Government. The personal property must be complete within itself; does not lose its identity or become a component part of other property when put into use; and is of a durable nature with an estimated useful life expectancy to exceed two years.
- (d) The Contractor shall submit all annual and quarterly reports in the following format, except as stated in paragraph (e) of this clause:
 - (1) Property shall be grouped by the following property classifications:
 - (i) Highway motor vehicles;
 - (ii) Communications equipment;
 - (iii) Information technology (formerly called automated data processing) equipment;
 - (iv) Reproduction equipment;
 - (v) Security equipment;
 - (vi) Software;
 - (vii) Software-in-development;
 - (viii) Medical equipment;
 - (ix) Aircraft property; and
 - (x) Other depreciable personal property.
 - (2) Data elements for each unit of property shall include:
 - (i) Contract number: Federal Government contract or purchase order number;
 - (ii) Task Order number;
 - (iii) Property classification: From classification listed in paragraph (d)(1) of this clause;
 - (iv) Denotation as either government-furnished property (GFP) or contractor-acquired property (CAP) (If from another DOS contract, or government agency, please specify).
 - (v) Noun name of property (i.e. generator);
 - (vi) Description of property;
 - (vii) Manufacturer;
 - (viii) Model;
 - (ix) Serial number;
 - (x) National Stock Number if applicable
 - (xi) Unique-item identifier or equivalent: such as barcode label (tag number) or system-assigned number. For highway motor vehicles, this must be the vehicle identification number (VIN);
 - (xii) Date received: Date contractor took possession;
 - (xiii) Date placed in service;
 - (xiv) Acquisition cost (As defined in FAR clause 52.245-1(a)): Use estimated fair-market value for property transferred or donated, at the time acquired, if actual cost is unknown;

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(xv) Estimated useful life in years: The period during which the property is expected to provide the service for which it was intended. This should normally be equivalent to the depreciation schedule;

(xvi) Current location of the property: Country and city

(xvii) Disposal Date

(xviii) Disposal Method

- (e) The Contractor shall submit a full property report, as described in this clause, including affirmation, for the report covering the first quarter of the base contract. Thereafter, submission of reports shall follow the time frames outlined in paragraph (h) below. Quarterly property reports, other than the annual report, may be either full property reports or only updates to the full property report. Quarterly reports do not require affirmations even when the Contractor chooses to submit a full property report. Affirmations are only required for the report covering the first quarter of the contract and the annual report for each subsequent option year of the contract. If the Contractor submits a full property report, dispositions subsequent to any previous report must also be identified in the report. If a Contractor submits a quarterly report in the form of an update, the update shall include acquisitions and dispositions.
- (f) The Contractor shall provide any required affirmation in the following format. The affirmation shall be signed by the Contractor's managerial personnel (as defined in FAR clause 52.245-1):

"I hereby affirm that a physical inventory of the government property (as defined in Federal Acquisition Regulation (FAR) 45.101) of Department of State contract number (*insert contract number*) has been completed as of (*insert date*), the inventory has been reconciled to our records and the property information in our report, and that to the best of my knowledge and belief, this inventory is accurate, current, and complete.

Signed: _____
Printed: _____
Title: _____
Date: _____"

- (g) In addition to the information required above, the Contractor shall include in all property reports:
- (1) The current degree to which properly qualified Government personnel have evaluated the Contractor's property management system as being an adequate property management system;
 - (2) The name, mailing address, telephone number, and e-mail address of the qualified Government person(s) who performed the evaluation of the Contractor's property management system; and
 - (3) The cognizant contractor government property manager.

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(h) Reports shall cover the following time periods and are due on the following dates:

Report	Period Covered	Due Date
1 st Quarter Report	For 1 st quarter ending December 31	January 15
2 nd Quarter Report (Annual Property Report)	For 2 nd quarter ending March 31	April 30
3 rd Quarter Report	For 3 rd quarter ending June 30	July 15
4 th Quarter Report	For 4 th quarter ending September 30	October 8

(i) The Contractor shall send a copy of all reports to the individuals listed below. The Contractor shall submit reports in electronic format as an attachment to an e-mail. The affirmation described in paragraph (f) of this clause shall be in Adobe Acrobat (.pdf) format (including the signature), while the inventories, both quarterly and annual, shall be in Microsoft Excel format (Adobe Acrobat and Microsoft Excel versions shall be compatible with versions used by DOS). Send all reports to:

- (1) The contracting officer;
- (2) The Property Administrator;
- (3) The contracting officer's representative (COR);
- (4) Propertyreports@state.gov;
- (5) RM-FPRA-PROP@state.gov; and
- (6) All individuals listed below (if any):

(j) The Contractor shall cooperate by responding timely to all follow up questions and requests for supporting documentation whether requested by the Department or external auditors.

(End of clause)

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SECTION J – LIST OF ATTACHMENTS

ATTACHMENT A	Labor Categories
ATTACHMENT B	Transition Timeline
ATTACHMENT C	Concept of Support – Map
ATTACHMENT D	9-Line Medical Evacuation Request
ATTACHMENT E	Acronyms
ATTACHMENT F	MRPT Processing Procedures

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ATTACHMENT A – LABOR CATEGORIES

Nationality	PLC	Labor Position	Option Year 1		Option Year 2		Option Year 3		Option Year 4	
			Revised Total Hourly Rate - OCONUS	New Total Hourly Rate - CONUS	Revised Total Hourly Rate - OCONUS	New Total Hourly Rate - CONUS	Revised Total Hourly Rate - OCONUS	New Total Hourly Rate - CONUS	Revised Total Hourly Rate - OCONUS	New Total Hourly Rate - CONUS
DEPLOYED U.S. POSITIONS										
US	AA	Administrative Assistant	\$35.70	\$53.33	\$36.77	\$54.93	\$37.88	\$56.58	\$39.01	\$58.28
US	ANES	Anesthesiologist	\$233.83	\$349.33	\$240.85	\$359.81	\$248.07	\$370.60	\$255.51	\$381.72
US	BHS	Behavioral Health Spec	\$67.93	\$86.55	\$69.67	\$89.15	\$61.46	\$91.82	\$63.31	\$94.57
US	BMT	Biomedical Technician	\$34.30	\$51.24	\$35.33	\$52.77	\$36.39	\$54.36	\$37.48	\$55.99
US	BAM	Business Administration Manager	\$75.31	\$112.51	\$77.57	\$115.89	\$79.90	\$119.37	\$82.30	\$122.95
US	MMC	Chief Medical Maintenance	\$53.65	\$80.15	\$55.26	\$82.55	\$56.92	\$85.03	\$58.62	\$87.58
US	CMO	Chief Medical Officer	\$168.74	\$252.08	\$173.80	\$259.65	\$179.02	\$267.44	\$184.39	\$275.46
US	DAS	Dental Assistant	\$28.79	\$43.01	\$29.65	\$44.30	\$30.54	\$45.63	\$31.46	\$47.00
US	DDS	Dentist	\$110.72	\$165.41	\$114.04	\$170.37	\$117.46	\$175.48	\$120.99	\$180.75
US	DPM	Deputy Program Manager	\$129.37	\$193.27	\$133.25	\$199.06	\$137.25	\$205.03	\$141.36	\$211.19
US	AOD	Director Ambulance Operations	\$68.51	\$102.35	\$70.56	\$105.42	\$72.68	\$108.58	\$74.86	\$111.84
US	DPH	Director Public Health & Quality Assurance	\$79.20	\$118.31	\$81.57	\$121.66	\$84.02	\$125.52	\$86.54	\$129.28
US	PARS	EMS - Paramedic - Supervisor	\$44.29	\$66.17	\$45.62	\$68.15	\$46.99	\$70.20	\$48.40	\$72.30
US	EMT	EMT - Basic	\$33.92	\$50.68	\$34.94	\$52.20	\$35.99	\$53.76	\$37.07	\$55.38
US	PAR	EMT - Paramedic	\$36.87	\$55.08	\$37.98	\$56.74	\$39.12	\$58.44	\$40.29	\$60.19
US	PARL	EMT - Paramedic - Lead	\$40.26	\$60.15	\$41.47	\$61.96	\$42.72	\$63.82	\$44.00	\$65.73
US	PH	Family, Emergency or Internal Med Provider	\$137.77	\$205.81	\$141.90	\$211.99	\$146.16	\$218.35	\$150.54	\$224.90
US	SRG	General Surgeon	\$229.85	\$343.38	\$236.74	\$353.68	\$243.85	\$364.29	\$251.16	\$375.22
US	ICN	ICU Nurse	\$51.44	\$76.85	\$52.99	\$79.16	\$54.58	\$81.54	\$56.22	\$83.96
US	ITS	Information Technology Specialist	\$48.81	\$72.92	\$50.27	\$75.11	\$51.78	\$77.36	\$53.34	\$79.68
US	ITD	IT Director	\$75.31	\$112.51	\$77.57	\$115.89	\$79.90	\$119.37	\$82.30	\$122.95
US	LM	Logistics Manager	\$72.42	\$108.19	\$74.59	\$111.43	\$76.83	\$114.77	\$79.13	\$118.22
US	LS	Logistics Specialist	\$37.66	\$56.26	\$38.79	\$57.94	\$39.95	\$59.68	\$41.15	\$61.47
US	MLT	Medical Lab Technician	\$31.68	\$47.33	\$32.63	\$48.75	\$33.81	\$50.21	\$34.62	\$51.72
US	MSN	Medical Surgical Nurse	\$51.44	\$76.85	\$52.99	\$79.16	\$54.58	\$81.54	\$56.22	\$83.96
US	MSNL	Medical Surgical Nurse - Lead	\$56.59	\$84.54	\$58.29	\$87.08	\$60.04	\$89.69	\$61.84	\$92.38
US	MLS	Medical Technologist, MLS (ASCP)	\$40.22	\$60.09	\$41.43	\$61.89	\$42.67	\$63.75	\$43.95	\$65.66
US	CRNA	Nurse Anesthetist	\$114.90	\$171.65	\$118.34	\$176.80	\$121.89	\$182.10	\$125.55	\$187.56
US	OPC	Operations Coordinator	\$40.55	\$60.58	\$41.77	\$62.40	\$43.02	\$64.27	\$44.31	\$66.20
US	OPRN	Operating Room (OR) Nurse	\$51.44	\$76.85	\$52.99	\$79.16	\$54.58	\$81.54	\$56.22	\$83.96
US	ATP	Patient Administration Technician	\$33.43	\$49.94	\$34.43	\$51.44	\$35.46	\$52.96	\$36.53	\$54.57
US	RPH	Pharmacist	\$95.74	\$143.02	\$98.61	\$147.31	\$101.57	\$151.73	\$104.61	\$156.29
US	CPHT	Pharmacy Technician	\$26.47	\$39.54	\$27.26	\$40.73	\$28.08	\$41.95	\$28.92	\$43.21
US	PA	Physician Assistant/Nurse Practitioner	\$68.47	\$102.29	\$70.53	\$105.36	\$72.64	\$108.52	\$74.82	\$111.78
US	PAL	Physician Assistant/Nurse Practitioner - Lead	\$72.42	\$108.19	\$74.59	\$111.43	\$76.83	\$114.77	\$79.13	\$118.22
US	PM	Program Manager	\$168.74	\$252.08	\$173.80	\$259.65	\$179.02	\$267.44	\$184.39	\$275.46
US	PBM	Property Book Manager	\$37.71	\$56.33	\$38.84	\$58.02	\$40.00	\$59.76	\$41.20	\$61.55
US	TPH	Public Health Technician	\$45.24	\$67.58	\$46.80	\$69.61	\$47.99	\$71.70	\$49.43	\$73.85
US	RAD	Radiologist	\$227.93	\$340.51	\$234.77	\$350.73	\$241.81	\$361.25	\$249.07	\$372.09
US	RT	Radiology Technician	\$40.80	\$60.95	\$42.02	\$62.77	\$43.28	\$64.66	\$44.58	\$66.60
US	SPL	Special Projects Liaison	\$39.09	\$58.40	\$40.26	\$60.15	\$41.47	\$61.96	\$42.72	\$63.82
US	BAM1	Sr. Business Administration Manager	\$90.38	\$135.02	\$93.09	\$139.07	\$95.88	\$143.24	\$98.76	\$147.54
US	ITNW1	Sr. IT Network Specialist	\$64.68	\$96.63	\$66.62	\$99.53	\$68.62	\$102.52	\$70.68	\$105.59
US	ITS1	Sr. IT Specialist	\$64.68	\$96.63	\$66.62	\$99.53	\$68.62	\$102.52	\$70.68	\$105.59
US	PA1	Sr. Physicians Assistant / Med Ops Analyst	\$127.45	\$190.41	\$131.28	\$196.12	\$135.22	\$202.00	\$139.27	\$208.06
US	TRC	Transportation Coordinator	\$26.06	\$41.93	\$28.91	\$43.18	\$29.77	\$44.48	\$30.67	\$45.81
US	WHM	Warehouse Manager	\$44.43	\$66.38	\$45.76	\$68.37	\$47.14	\$70.42	\$48.55	\$72.53

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Labor Position			Revised Total		Revised Total		Revised Total		Revised Total		Revised Total		Revised Total	
Nationality	PLC	DEPLOYED TCN / WCN POSITIONS	Hourly Rate - OCONUS	Hourly Rate - HOR	Hourly Rate - OCONUS	Hourly Rate - HOR	Hourly Rate - OCONUS	Hourly Rate - HOR	Hourly Rate - OCONUS	Hourly Rate - HOR	Hourly Rate - OCONUS	Hourly Rate - HOR	Hourly Rate - OCONUS	Hourly Rate - HOR
TCN	CLNA	Clinical Assistant	\$20.28	\$30.29	\$20.89	\$31.20	\$21.51	\$32.14	\$22.16	\$33.10				
TCN	CLNM	Clinical Manager	\$87.73	\$131.08	\$90.36	\$134.99	\$93.07	\$139.04	\$95.86	\$143.21				
TCN	HSKS	Housekeeper Supervisor	\$22.71	\$22.71	\$23.39	\$23.39	\$24.10	\$24.10	\$24.82	\$24.82				
TCN	PAR	EMT - Paramedic	\$49.24	\$73.57	\$50.72	\$75.77	\$52.24	\$78.05	\$53.81	\$80.39				
TCN	PH	Family, Emergency or Internal Med Provider	\$108.45	\$169.54	\$111.71	\$195.23	\$115.06	\$201.09	\$118.51	\$207.12				
TCN	HSK	Housekeeper	\$13.87	\$13.87	\$14.29	\$14.29	\$14.72	\$14.72	\$15.16	\$15.16				
TCN	HSK	Housekeeper	\$13.87	\$13.87	\$14.29	\$14.29	\$14.72	\$14.72	\$15.16	\$15.16				
TCN	HSK	Housekeeper	\$13.87	\$13.87	\$14.29	\$14.29	\$14.72	\$14.72	\$15.16	\$15.16				
TCN	HSK	Housekeeper	\$13.87	\$13.87	\$14.29	\$14.29	\$14.72	\$14.72	\$15.16	\$15.16				
TCN	HSKL	Housekeeper Lead	\$15.79	\$15.79	\$16.27	\$16.27	\$16.76	\$16.76	\$17.26	\$17.26				
TCN	HSKM	Housekeeper/Mechanic	\$15.00	\$15.00	\$15.45	\$15.45	\$15.92	\$15.92	\$16.40	\$16.40				
TCN	HSKS	Housekeeper Supervisor	\$22.71	\$22.71	\$23.39	\$23.39	\$24.10	\$24.10	\$24.82	\$24.82				
TCN	HSKE	Registered Executive Housekeeper	\$49.37	\$49.37	\$50.85	\$50.85	\$52.38	\$52.38	\$53.95	\$53.95				
WCN	MSN	Medical Surgical Nurse	\$52.14	\$77.89	\$53.70	\$80.23	\$55.32	\$82.64	\$56.98	\$85.12				
TCN	PCB	Property Clerk	\$28.52	\$28.52	\$29.38	\$29.38	\$30.26	\$30.26	\$31.17	\$31.16				

Labor Position			New Total		New Total		New Total		New Total	
Nationality	PLC	CONUS POSITIONS - NOT DEPLOYED	Hourly Rate - CONUS	Hourly Rate - CONUS	Hourly Rate - CONUS	Hourly Rate - CONUS	Hourly Rate - CONUS	Hourly Rate - CONUS	Hourly Rate - CONUS	Hourly Rate - CONUS
US - CONUS	CLO	CONUS Liaison	\$116.84	\$116.84	\$120.35	\$120.35	\$123.96	\$123.96	\$127.68	\$127.68
US - CONUS	SSA	Security Support Assistant	\$29.93	\$29.93	\$30.83	\$30.83	\$31.75	\$31.75	\$32.71	\$32.71
US - CONUS	CSA	CLIENT SERVICE ADMIN	\$31.70	\$31.70	\$32.65	\$32.65	\$33.63	\$33.63	\$34.64	\$34.64
US - CONUS	CSS	CLIENT SERVICE SUPPT	\$29.80	\$29.80	\$30.49	\$30.49	\$31.40	\$31.40	\$32.35	\$32.35
US - CONUS	RN	REGISTERED NURSE	\$51.81	\$51.81	\$53.36	\$53.36	\$54.97	\$54.97	\$56.61	\$56.61
US - CONUS	FSO	Facility Security Officer	\$49.51	\$49.51	\$50.99	\$50.99	\$52.52	\$52.52	\$54.10	\$54.10
US - CONUS	PEM	EXAM PROGRAM MANAGER	\$74.91	\$74.91	\$77.15	\$77.15	\$79.47	\$79.47	\$81.85	\$81.85
US - CONUS	PH	MEDICAL REVIEW OFFICER	\$207.22	\$207.22	\$213.44	\$213.44	\$219.84	\$219.84	\$226.44	\$226.44
US - CONUS	PSM	Staffing Program Manager	\$64.92	\$64.92	\$66.86	\$66.86	\$68.87	\$68.87	\$70.94	\$70.94
US - CONUS	LS	Logistics Specialist	\$35.73	\$35.73	\$36.81	\$36.81	\$37.91	\$37.91	\$39.05	\$39.05
US - CONUS	PC	Project Coordinator	\$32.80	\$32.80	\$33.78	\$33.78	\$34.80	\$34.80	\$35.84	\$35.84
US - CONUS	ITSA1	Sr. IT Systems Analyst	\$77.46	\$77.46	\$79.79	\$79.79	\$82.18	\$82.18	\$84.65	\$84.65
US - CONUS	ITSA	IT Systems Analyst	\$36.35	\$36.35	\$37.44	\$37.44	\$38.56	\$38.56	\$39.72	\$39.72
US - CONUS	AC	Admin Clerk	\$27.00	\$27.00	\$27.81	\$27.81	\$28.65	\$28.65	\$29.51	\$29.51
US - CONUS	PEAM	Assistant Exam Program Manager	\$38.76	\$38.76	\$39.92	\$39.92	\$41.12	\$41.12	\$42.35	\$42.35
US - CONUS	SDA	Scheduler (Drug & Alcohol Testing)	\$39.85	\$39.85	\$41.05	\$41.05	\$42.28	\$42.28	\$43.54	\$43.54
US - CONUS	PSL	Program Support Lead	\$40.05	\$40.05	\$41.26	\$41.26	\$42.49	\$42.49	\$43.77	\$43.77
US - CONUS	PA	Physicians Assistant	\$135.02	\$135.02	\$139.07	\$139.07	\$143.24	\$143.24	\$147.54	\$147.54
US - CONUS	PJ	Jr. Project Manager	\$46.21	\$46.21	\$47.60	\$47.60	\$49.03	\$49.03	\$50.50	\$50.50
US - CONUS	PJM	Project Manager	\$50.42	\$50.42	\$51.93	\$51.93	\$53.49	\$53.49	\$55.09	\$55.09

			Option Year 1		Option Year 2		Option Year 3		Option Year 4	
Nationality	PLC	Labor Position	Revised Total Hourly Rate - OCONUS	New Total Hourly Rate - CONUS	Revised Total Hourly Rate - OCONUS	New Total Hourly Rate - CONUS	Revised Total Hourly Rate - OCONUS	New Total Hourly Rate - CONUS	Revised Total Hourly Rate - OCONUS	New Total Hourly Rate - CONUS
US - CONUS	PH1	Sr. Medical Liaison	\$233.91	\$233.91	\$240.93	\$240.93	\$248.16	\$248.16	\$255.60	\$255.60
US - CONUS	TJAG	Training Manager	\$57.14	\$57.14	\$58.85	\$58.85	\$60.62	\$60.62	\$62.44	\$62.44

ASSUMPTIONS:

1. Labor Categories are notional. Contractor should propose manpower resources that support the services delivery model in the technical proposal.
2. Staff for 52 weeks/year.
3. Schedule 30 days R&R (rest and relaxation) per employee.
4. Hardship and Danger Pay are based on entire salary.
5. Proposed labor rates must be the same for all locations.
6. Contractor can propose discounts from the established rates for Third Country Nationals as well as local nationals.
7. The fixed fully-loaded hourly labor rates are for United States citizens only. Hourly rates for host-country/local nationals and third-country nationals will be proposed and negotiated at the task order level.
8. The fixed fully-loaded hourly labor rates are in United States currency.
9. Each fixed fully-loaded hourly labor rate consist of an unloaded hourly labor rate, fringe benefits (if not included in applicable indirect costs), applicable indirect costs, and profit amount; it does not include any other costs.

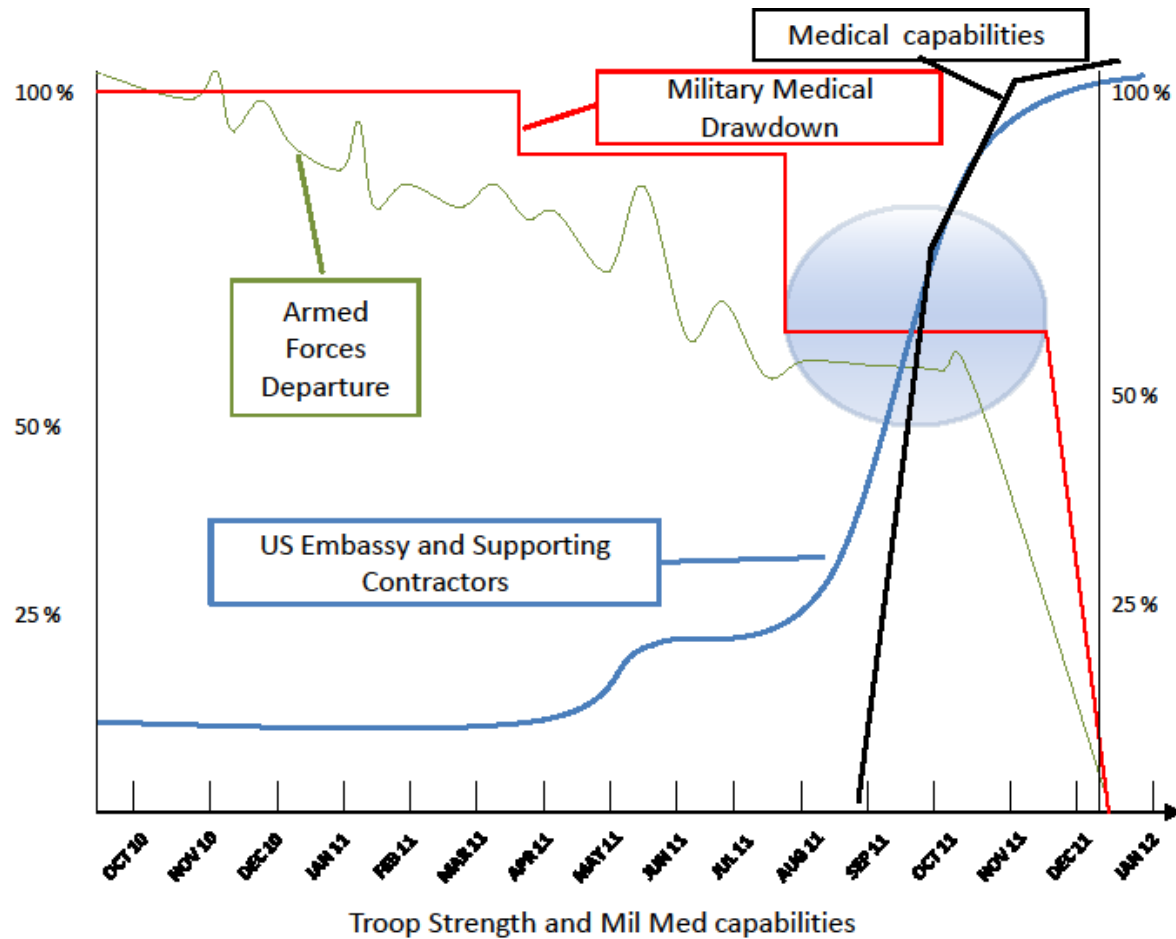
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ATTACHMENT B - TRANSITION TIMELINE



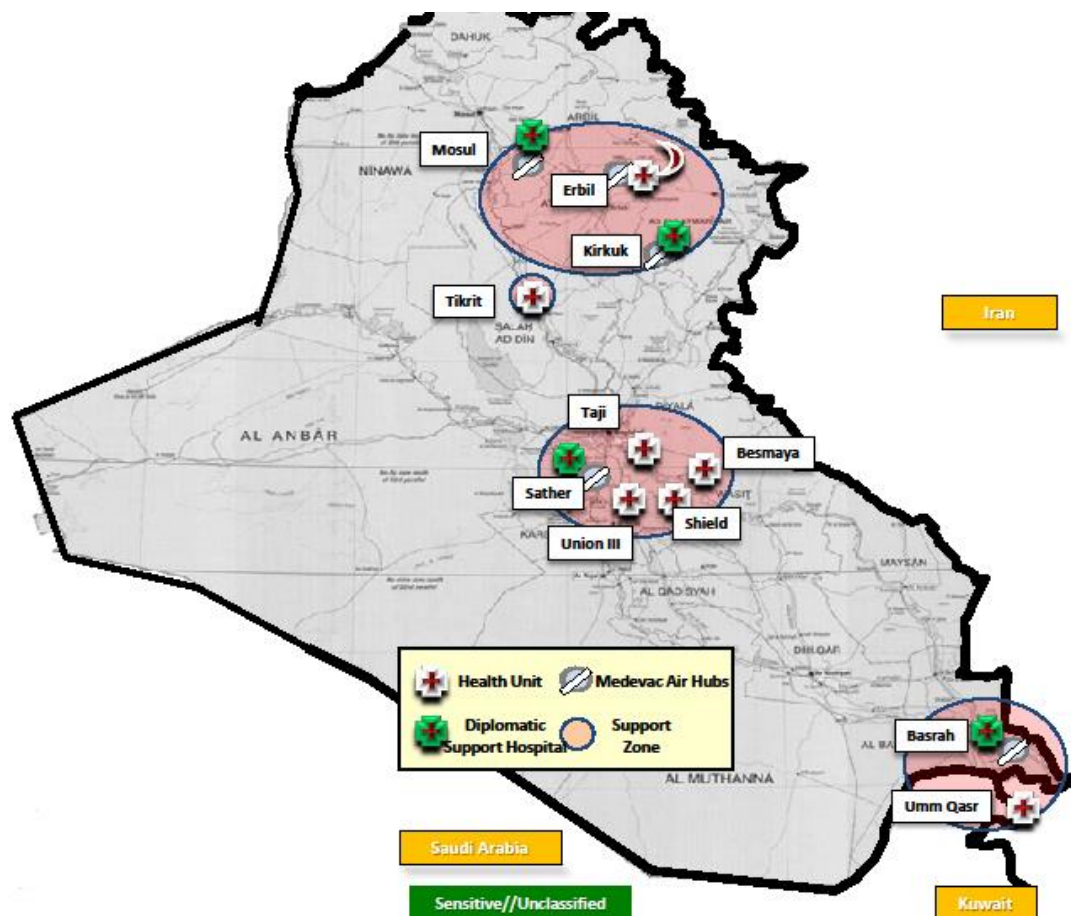
The green line represents the drawdown of Armed Forces from Iraq. The red line represents the drawdown of military provided medical support from Iraq. The blue line represents the increase in Embassy personnel and its supporting Contractors. The black line represents the buildup of health care support provided by the Contractor in Iraq.

The shaded circle represents the best window for the transition to occur.

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ATTACHMENT C – CONCEPT OF SUPPORT – MAP OF FACILITY LOCATIONS AND SUPPORT REGIONS



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ATTACHMENT D – 9-LINE EVACUATION FORM

MEDEVAC REQUEST FORM		GTA 08-01-004
LINE	ITEM	EVACUATION REQUEST MESSAGE
1	Location of Pickup Site.	
2	Radio Frequ., Call Sign, & Suffix.	
3	No. of Patients by Precedence.	
4	Special Equipment Required.	
5	Number of Patients by Type.	
6	Security of Pickup Site (Wartime).	
6	Number and Type of Wound, Injury, or Illness (Peacetime).	
7	Method of Marking Pickup Site.	
8	Patient Nationality and Status.	
9	NBC Contamination (Wartime).	
9	Terrain Description (Peacetime).	

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AUG 2002 (This supersedes GTA 08-01-004 MAY 1997)

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ATTACHMENT E – ACRONYMS

AABB	American Association of Blood Banks
AANP	American Academy of Nurse Practitioners
ANCC	American Nurse Credentialing Center
ASCP	American Society of Clinical Pathology
ATLS	Advanced Trauma Life Support
CALS	Comprehensive Advanced Life Support
CLIA	Clinical Laboratory Improvement Act
CM	Certification Maintenance
COR	Contracting Officer's Representative
COM	Chief of Mission
CRNA	Certified Registered Nursing Association
CT	Computerized Tomography
DCAM	Defense Medical Logistics Standard Support Customer Assistance Module
DNBI	Disease Non Battle Injury
DoD	Department of Defense
DoS	Department of State
DSH	Diplomatic Support Hospital
DVT	Deep Vein Thrombosis
EMA	European Medicines Agency
EMT	Emergency Medical Technician
FAST	Focused Abdominal Sonogram for Trauma
FAR	Federal Acquisition Regulation
FFP	Fresh Frozen Plasma
FSMP	Foreign Service Medical Provider
GFE	Government Furnished Equipment
GSO	General Services Office
GYN	Gynecologic
HCP	Health Care Provider
HIPAA	Health Insurance Portability Accountability Act
HU	Health Unit
IAW	In Accordance With
KO	Contracting Officer
LOGCAP	Logistics Civil Augmentation Program
MEDEVAC	Medical Evacuation
MED ROE	Medical Rules of Engagement
MLS (ASCP) ^{CM}	Medical Laboratory Specialist (ASCP) ^{CM}
NCCPA	National Committee on Certification of Physician Assistants
OSHA	Occupational Safety and Health Administration
QAP	Quality Assurance Plan
PAO	Public Affairs Officer
PRBC	Packed Red Blood Cells
RMO	Regional Medical Officer

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RMOP	Regional Medical Officer Psychiatrists
RN	Registered Nurse
RO	Requisitioning Objective
RSO	Regional Security Office
RTD	Return to Duty
RUQ	Right Upper Quadrant
TBD	To Be Determined
TOC	Tactical Operations Center
USAMMCE	United States Army Medical Material Center Europe
USAMM-SWA	United States Army Medical Material – South West Asia
USEMB-I	United States Embassy-Iraq
VN	Vocational Nurse

ATTACHMENT F – MODERATE RISK PUBLIC TRUST PROCESSING PROCEDURES

Each contractor employee proposed to work on this contract in Iraq will be required to have a favorable Moderate Risk Public Trust (MRPT) investigation conducted by the Bureau of Diplomatic Security prior to departure for Iraq. Upon identification as a prospective contractor employee, the contractor must be invited by DS/IS/IND to electronically submit the MRPT. In order to begin this process, the following information must be forwarded to Ms. Cheri Kidd and Ms. Denise Blake, DS/IS/IND, via e-mail at KiddC@state.gov and BlakeDS@state.gov : Name, Social Security Number, Date of Birth, and Place of Birth. Request for invitation should reference the contract number, and include company name and contact information. In order to receive a favorable MRPT for performance on this contract, it is critical that all instructions received from DS/IS/IND be followed as expeditiously as possible. Submission of requested information should be completed within one week of receipt of invitation and instructions.

In conjunction with the MRPT, a personal interview of a contractor employee may be requested if deemed necessary by the Bureau of Diplomatic Security.

Non-U.S. citizen contractor employees can be processed for Moderate Risk Public Trust positions, except those citizens of the countries listed on the Prohibited/Criteria Countries List (listed in H.1 of the contract). Citizens of prohibited countries cannot be utilized on this contract in any capacity. However, non-U.S. citizens without social security numbers cannot submit the MRPT forms electronically. Instructions for obtaining MRPTs for non-U.S. citizens without SSNs can be obtained from Ms. Kidd and Ms. Denise Blake, DS/IS/IND, via e-mail at KiddC@state.gov and BlakeDS@state.gov .

When the Moderate Risk Public Trust investigation has been completed, DS/IS/IND will notify the Contracting Officer's Representative (COR) of the adjudication results for each contractor employee. A formal letter to the company and the COR will follow. Contractor employees whose MRPT's have been favorably adjudicated will be cleared for travel to Iraq. Contractor employees who do not receive a favorable MRPT will not be eligible to perform on this contract. Favorable Moderate Risk Public Trust investigations are valid for five years.

Although most Moderate Risk Public Trust investigations and adjudications can be completed 45 – 60 days from initial submission of electronic forms, there may be cases when the investigation and adjudication cannot be completed in this timeframe.

When a contractor employee is terminated or reassigned to another contract, the contractor management will notify DS/IS/IND and the COR and their access will be terminated. In addition, the MRPT, if still pending, will be terminated.

Contractor management shall report any adverse information pertaining to contractors with MRPTs (or with personnel security clearances) performing on the contract to DS/IS/IND immediately.